UNITED STATES OF AMERICA, PETITIONER,

v.

STANDARD OIL COMPANY OF NEW JERSEY
ET AL., DEFENDANTS

PETITIONER'S EXHIBITS

855 to 1044, inclusive

With General Index of Petitioner's Exhibits

VOLUME 21

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PETITIONER'S EXHIBIT 855.

Incorporated in record at volume 12, page 941.

PETITIONER'S EXHIBIT 856–A.

CINCINNATI, O., *May 2, 1902.*

Mr. CHAS. KERCHER,
P. O. Box 144, Terre Haute, Ind.

PEKIN, ILLS.

DEAR SIR: I have yours of April 30, in reference to action of your agent at that point. I enclose you herewith check for $100.00 as requested. I also enclose original and duplicate bill of sale to cover transfer of the Pekin business at the time you took hold of it. You can fill in on this your name and necessary description of the items that were turned over to you, also the date on which you took charge of the business. This bill of sale is sent you to hold in reserve. If in the replevin proceedings you will bring you establish ownership satisfactorily, it is suggested that you do not produce this bill of sale. It is sent you, however, so that in case you have to produce further evidence than you have in the shape of vouchers, and Thomas' receipts to you for salary, you will have it.

Kindly keep me advised just how matters progress in this Pekin case, and send me as soon as possible a statement of the shortage.

Yours truly,

G. B. TAYLOR.

PETITIONER'S EXHIBIT 856–B.

PEKIN, ILLS., *Dec. 11th, 1901.*

Know all men by these presents, that in consideration of $500.00 dollars, the receipt of which is hereby acknowledged, I do hereby grant, sell, transfer, and deliver unto Chas. Kercher, his heirs, executors, administrators, and assigns, the following goods and chattels, viz:

One horse, 2 oil-tank wagons, all harness, cans, measures, funnels, and everything pertaining to the business as now being carried on by me in the city of Pekin, Illinois.

To have and to hold all and singular the said goods and chattels forever. And the said grantor hereby covenants with said grantee that he is the lawful owner of said goods and chattels; that they are free from all incumbrances; that he has good right to sell the same, as aforesaid; and that he will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In witness whereof, the said grantor has hereunto set his hand this 11th day of Dec., 1901.

C. M. STOUT.

PETITIONER'S EXHIBIT 857.

CINCINNATI, *May 6th, 1902.*

Mr. CHAS. KERCHER,
Box 144, Terre Haute, Ind.

DEAR SIR: I am in receipt of your letter of the 30th ulto.

I regret to note the trouble you are in at Pekin. In view of the very poor showing we have heretofore made at that point, I have decided that we will discontinue the Pekin outfit. If you can sell the wagon to some local party who will continue the business on his own account, we will be glad to have you do so. Let me know whether or not you succeed in getting the tank wagon back that the peddler sold, and the total amount you will lose.

Yours truly,

C. T. COLLINGS.

PETITIONER'S EXHIBIT 858.

Incorporated in record, at volume 12, page 975.

PETITIONER'S EXHIBIT 859.

Personal.] 61

JAN. 22ND, 1900.

Mr. E. B. STANLEY, *Gen. Mgr.*,
Cincinnati.

MERCHANT OIL COMPANY'S SALES.

DEAR SIR: Your letter of the 20th in regard to the above subject is to hand this morning and carefully noted. I shall do the very best I can to comply with your request, but it is certainly very difficult to get information just as we would like to have it. It is impossible for me to get a close reliable estimate of their tank-wagon business at Springfield or barreled shipments from either point.

Yours truly,

M. MAXON, *Manager.*

(Stamp.)

F. J. P. 9.
Report No. 98.

JAN. 23RD, 1900.

Mr. E. B. STANLEY, *G. M.*,
Cincinnati, Ohio.

DEAR SIR: From Jan. 17th to 20, inclusive, the M. O. Co., Decatur, sold as follows:

700 gallons Crystal Light oil.
230 " National " "
140 " Gasoline.

M. MAXON.

P-1-22-00.
P-1-23-00.

(Stamp.)

F. J. P. 10.
Report No. 98.

PETITIONER'S EXHIBIT 860.

Personal.] MAY 28th, 1898.

Mr. W. C. ELLIOTT,
Cincinnati.

EXPENSES.

DEAR SIR: Referring to conversation with you yesterday at St. Louis in regard to expenses for information, I wish you would please send me check for $21.40 as promptly as you can. $7.00 of this amount is what I have written you about in the past. $4.40 is for information about the shipments of Mr. T. D. Wilson at Litchfield and $10.00 is for information up to date at E. St. Louis.

Yours truly,

M. MAXON, *Manager.*

Stamp.)

F. J. P. 16.
Report No. 98.

PETITIONER'S EXHIBIT 861.

73

FEB. 22, 1900.

Mr. JAMES HOLMES, *Treas.*,
Cincinnati.

PASS.

DEAR SIR: Your letter of the 21st enclosing Wabash pass for Mr. H. R. Harries is received this morning and noted. This one will be a revenue earner.

Yours truly, M. MAXON, *Manager.*

PETITIONER'S EXHIBIT 862.

FEB. 24th, 1900.

Mr. W. C. ELLIOTT,
Cincinnati, Ohio.

DEAR SIR: I wish you would please send me by return mail draft for $14.00 for information in reference to receipts and shipments by T. D. Wilson at Jacksonville, Illinois.

Yours truly, M. MAXON.

(Stamp.)

F. J. P. 23.
Report No. 28.

PETITIONER'S EXHIBIT 863.

"Personal."]

Nov. 9, 1899.

Mr. W. C. ELLIOTT,
Cincinnati.

DISTRIBUTIONS.

DEAR SIR: I have just received and noted your letter of the 8" in reference to the above subject at Decatur and Springfield. Our people at Springfield are unable to get information that is authentic on all shipments that the competitors makes out from that point. They report to me quite a number of shipments but it is just what they can see at the depots.

Now in reference to Decatur I wish to frankly admit that I can not make arrangements here to get this information. It might be that you could come in here and do so, being an entire stranger. There has been quite a number of changes in the railroad people in the freight houses in this city and there are a great many more on the anxious seat.

Your truly,

Manager.

(Stamp.)

F. J. P. 15.
Report No. 98.

PETITIONER'S EXHIBIT 864.

Personal.]

MAY 4th, 1898.

Mr. W. C. ELLIOTT,
Cincinnati.

SOUTHERN SHIPMENTS.

DEAR SIR: Referring to the question of getting shipments passing through E. St. Louis to southern points, we begin to get a little result as far as the I. C. Road is concerned and prospects are that we will soon be in position with the M. & O. The following are a few shipments that have passed through E. St. Louis since April 22nd.

Original point, Ironville, Penn., 4/22, Craig Oil Co. No. 76, via Toledo, care Toledo, St. Louis, Kansas City & I. C. to Jackson, Tenn.

Original point, Oil City, Penn., 4/25, A. M. T. L. No. 618, via Toledo, care Toledo, St. Louis, Kansas City and I. C. to Memphis, Tenn.

Original point, Oil City, Penn., 4/28, A. M. T. L. No. —, via Toledo, care Toledo, St. Louis, Kansas City and I. C. to Memphis, Tenn.

The party furnishing me this information has neglected to give the number of the tank car shipped from Oil City passing through on the 28th.

Yours truly,

M. MAXON, *Manager.*

(Stamp.)

F. J. P. 2
Report No. 98.

PETITIONER'S EXHIBIT 865.

MAY 4th, 1898.

Personal.]

Mr. L. H. JAMES, *Agent,*
E. St. Louis, Ill.

SOUTHERN SHIPMENTS.

DEAR SIR: Your letter of the 2nd in reply to mine of April 30th, to hand and noted, and I am certainly pleased to learn that you have made arrangements we talked about. Trust you will be successful on the M. & O. In writing in regard to these matters, always address me under personal cover, and oblige,

Yours truly,

M. MAXON, *Manager.*

(Stamp.)

F. J. P. 3
Report No. 98.

PETITIONER'S EXHIBIT 866.

11

MAY 12th, 1898.

Mr. W. C. ELLIOTT,
Cincinnati.

MEETING YOU.

DEAR SIR: I have been out of town all week and just returned to Decatur last night at midnight, and found your telegram on my desk asking me to meet you at St. Louis, but as Mr. Richey, Mr. Stanley, and Mr. Johnson, of New York, have arranged to meet here at Decatur to-morrow, it will be impossible for me to meet you. I have written Mr. James at E. St. Louis to-day instructing him to give you all the information and assistance that he possibly can, and with this letter is one showing shipments of four tank cars through E. St. Louis to southern points. I wish to call your attention to its costing me a little money to get this outside information and I do not really like to charge it up in my personal expense account.

Yours truly,

M. MAXON, *Manager.*

(Stamp.)

F. J. P. 5
Report No. 98

PETITIONER'S EXHIBIT 867.

Personal.] MAY 12th, 1898.

Mr. L. H. JAMES, *Agent*,
E. St. Louis.

OUTSIDE SHIPMENTS.

DEAR SIR: Your favor of the 9th giving me some outside shipments is to hand and carefully noted. Mr. W. C. Elliott, of the general office at Cincinnati, will call on you to-morrow, the 13th, in reference to some special business. Please give him all the assistance that you possibly can, telling him freely anything you may know in regard to what he wants to know. I am sending mail in your care to-day for him to E. St. Louis.

Yours truly,

M. MAXON, *Manager.*

(Stamp.)

F. J. P. 6
Report No. 98

10

PETITIONER'S EXHIBIT 868.

Personal.] MAY 12th, 1898.

Mr. W. C. ELLIOTT,
Cincinnati.

OUTSIDE SHIPMENTS.

DEAR SIR: The following are a few cars which passed through E. St. Louis from May 2nd to 8th going south over the I. C.:

May 2nd, Original point, Ironville, O., Craig Oil Co. car 66, consigned to J. Locke, San Antonio, Texas.

May 4th, Gayer Tank Line, car No. 110, via Toledo, St. Louis & Kansas City and I. C. Roads to Memphis, Tenn.

May 5th, Crystal Tank Line, car No. 98, via Toledo, St. Louis & Kansas City and I. C. roads to Jackson, Tenn.

May 8th, Crystal Tank Line, car No. 148, via Toledo, St. Louis and Kansas City and I. C. roads to New Orleans, La.

Several days ago, I gave you some other cars passing through E. St. Louis, but have no acknowledgment of your getting the letter.

Yours truly,

M. MAXON, *Manager.*

(Stamp.)

F. J. P. 4
Report No. 98.

12

PETITIONER'S EXHIBIT 869.

MAY 16th, 1898.

Personal.]

Mr. L. H. JAMES, *Agent*,
E. St. Louis.

OUTSIDE SHIPMENTS.

DEAR SIR: Your favor of the 14th, giving list of outside shipment passing through E. St. Louis is to hand and noted. I wish you would please let me know if Mr. Elliott called on you and the result of your work with him.

Yours truly,

Manager.

PETITIONER'S EXHIBIT 870.

MAY 16th, 1898.

Personal.]

Mr. W. C. ELLIOTT,
Cincinnati.

OUTSIDE SHIPMENTS.

DEAR SIR: There passed through E. St. Louis as follows:

May 15th, via Toledo, St. Louis & Kansas City & I. C. roads, Gayer Tank Line, No. 107, for Jackson, Miss.

May 10th, Crystal Tank Line, No. 97, Memphis, Tenn.

May 12th, A. M. T. L., No. 12, via C. C. C. & St. L. & I. C. to New Orleans, La.

I wish you would please advise if you received my letters giving other shipments of this kind passing through E. St. Louis.

Yours truly,

M. MAXON, *Manager.*

PETITIONER'S EXHIBIT 871. 13

Personal.] MAY 24th, 1898.

Mr. W. C. ELLIOTT,
Cincinnati.

OUTSIDE SHIPMENTS.

DEAR SIR: Your favor of the 23rd from Memphis, Tenn., received by me to-day at noon and I will be ready to meet you Thursday, Friday or Saturday, whatever day is most convenient for you, at St. Louis, and Mr. James will be there. I am surprised that the information furnished you does not seem to be accurate. There passed through, according to Mr. James' information since last writing you, as follows:—

Via Illinois Central:

May 16th, C. T. L. car No. 60 via Toledo, St. Loius & Kansas City to Jackson, Tenn.

May 15th, Gayer T. L. No. 100 via Toledo, St. Louis & Kansas City to New Orleans, La.

May 16th, C. T. L. No. 63 via Toledo, St. Louis & Kansas City to Vurrant, Miss.

May 16th, C. T. L. No. 83 via Toledo, St. Louis & Kansas City to San Antonio, Texas, via New Orleans.

Via Mobile & Ohio:

May 15th, A. M. T. L. No. 171 via Toledo, St. Louis & Kansas City to Mobile, Ala.

May 16th, A. M. T. L. No. 183 via Toledo, St. Louis & Kansas City to Jackson, Tenn.

May 17th, Acme Co. O. Co. No. 127 via Toledo St. Louis & Kansas City to Montgomery, Ala.

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May 18th, A. M. T. L. No. 188 via Toledo, St. Louis & Kansas City to Mobile, Ala.

May 19th, A. M. T. L. No. 16 via Toledo, St. Louis & Kansas City to New Orleans, La.

May 20th, Acme Co. O. Co. No. 119 via Toledo, St. Louis & Kansas City to Jackson, Tenn.

In addition, I am sending you copies of all other cars reported up to date.

Yours truly, M. MAXON, *Manager.*

(Stamp.)

F. J. P. 7.
Report No. 98.

PETITIONER'S EXHIBIT 872.

JUNE 1st, 1898.

Mr. L. H. JAMES,
East St. Louis, Ill.

DEAR SIR: Enclosed find draft for $10.00 per conversation last Friday.

Yours

(Stamp.)

F. J. P.
Report No. —.

PETITIONER'S EXHIBIT 873.

34

FEB. 6th, 1899.

Mr. W. C. ELLIOTT,
Cincinnati, Ohio.

DEAR SIR: I received this morning quite a list of shipments made by T. D. Wilson from Jacksonville, Ills. This and other information cost some money. I paid out in November and December $3.72 and $6.20, and today $6.40, a total of $16.32. Please advise if you will send me check for the amount or shall I handle it in some other way?

M. MAXON.

Yours truly.

(Stamp.)

F. J. P. 22.
Report No. 98.

51

PETITIONER'S EXHIBIT 874.

DEC. 19, 1899.

Personal.]

Mr. W. C. ELLIOTT,
Cincinnati.

SHIPMENTS VIA WABASH.

DEAR SIR: I have just received and noted your favor of the 18" and if the cars that you refer to are consigned to Decatur, if they reached here they are at the Wabash shops at this point. They receive all the oil they use on the middle division here for distribution. It is from the Standard Oil Company, Toledo, Ohio.

In regard to Springfield, I am not so certain. Will investigate.

Yours truly,

Manager.

PETITIONER'S EXHIBIT 875.

Personal.] DEC. 19, 1899.

Mr. W. R. PALMER, *Agent*,
Springfield, Ills.

SHIPMENTS VIA WABASH.

DEAR SIR: I have advices that there passed through Decatur here a few days ago, consigned to Springfield, Wabash car #10646, L. S. car #7705, containing barreled oil. I feel confident that this is for the Wabash R. R. Company for use at the shops. If you can find out for certain it will be appreciated.

Yours truly,

Manager.

PETITIONER'S EXHIBIT 876.

52

DEC. 23, 1899.

Mr. W. R. PALMER, *Agent*,
Springfield.

SHIPMENTS VIA WABASH.

DEAR SIR: Referring again to Wabash car #10646 and L. S. car #7705 consigned to Springfield. I feel pretty positive that both these cars were for the Wabash R. R. Company and were received at the shops at Springfield. Can not you find out for certain if the Wabash Company at the shops received it. It will be quite a favor to me if you will do so.

Yours truly, M. MAXON, *Manager.*

PETITIONER'S EXHIBIT 877.

Personal.] DEC. 23, 1899.

Mr. W. C. ELLIOTT,
Cincinnati.

SHIPMENTS VIA WABASH.

DEAR SIR: Referring to your letter of the 18" in reference to cars here in Decatur proper the one shipped Dec. 4" W. #15085 is for the Wabash shops here at Decatur and contained 50 barrels Head Light oil and 8 barrels Mineral Seal from the Standard Oil Com- Toledo. Car #61991, shipped on the 10", contained 20 barrels Engine, 12 barrels valve, and 14 barrels Signal from either the Standard Oil Company, Toledo, or the Galena Oil Works.

Yours truly,

Manager.

PETITIONER'S EXHIBIT 878.

53

DEC. 26, 1899.

Personal.]
Mr. W. C. ELLIOTT,
Cincinnati.

SHIPMENTS TO SPRINGFIELD.

DEAR SIR: Your favor of the 22nd answering mine of the 21st is to hand this morning and noted. I have again taken up the question of the cars #10646 and #7705 at Springfield. I feel confident that the cars are for the Wabash shops at that point.

Yours truly,

_____,
Manager.

PETITIONER'S EXHIBIT 879.

55

DEC. 29, 1899.

Personal.]
Mr. W. C. ELLIOTT,
Cincinnati.

SHIPMENTS TO SPRINGFIELD.

DEAR SIR: Referring to the correspondence we have had in reference to Wabash car #10646 and L. S. car #7705, the former was received by the Wabash R. R. at their shops in Springfield on the 4''; the latter on the 11''. Both for company use.

Yours truly,

_____,
Manager.

PETITIONER'S EXHIBIT 880.

DEC. 30, 1899.

Personal.]
Mr. W. C. ELLIOTT,
Cincinnati.

B. T. 209 AT JACKSONVILLE.

DEAR SIR: Referring to your letter of the 26'' in regard to the above. I was at Jacksonville yesterday afternoon for a couple of hours, and find that Bay Terminal tank car #209 was received by T. D. Wilson on the 26'' or 27''. This will be reported to you later on form 44.

Yours truly,

_____,
Manager.

(Stamp.)

F. J. P. 8
Report No.—.

59

PETITIONER'S EXHIBIT 881.

Personal.]

JAN. 5, 1900.

Mr. W. C. ELLIOTT,
Cincinnati.

DEAR SIR: Referring to my letter of December 18th I wish you would please advise me by return mail if I shall make a draft on you for $14.76, or do you prefer to send me a check for it? I would like to get the account out of the way.

Yours truly,

Manager.

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PETITIONER'S EXHIBIT 882.

MCH. 6TH, 1900.

Mr. E. B. STANLEY, *G. M.*
Cincinnati, Ohio.

DEAR SIR: The M. O. Co. at Springfield put out by T. W. last week, Feb. 26th to Mch. 3rd, inclusive, as follows:

F. H. Solle	1,050 galls. oil	250 galls. gasoline.
Grocers	400 " "	
Total	1,450 " "	250 " "

Yours truly,

M. MAXON.

(Stamp.)

F. J. P. 12.
Report No. 98.

P–3–8–00.

78

PETITIONER'S EXHIBIT 883.

Mr. E. B. STANLEY,
Cincinnati, Ohio.

DEAR SIR: The M. O. Co., of Decatur, sold by T .W. from Mch. 5th to 11th, inclusive:

CITY.

220	gallons	W. W. 150.
10	"	National Light.
85	"	gasoline.
315	"	Total for the week.

CIRCUIT.

25	gallons	W. W. 150.
100	"	gasoline.

M. MAXON.

P. 3–15–00.

82

PETITIONER'S EXHIBIT 884.

MCH. 20TH, 1900.

Mr. E. B. STANLEY, *G. M.*,
Cincinnati, Ohio.

DEAR SIR: The Merchants Oil Co. of Decatur sold from Mch. 12th to 17th, inclusive:

IN CITY.

540 gallons	W. W. 150°.	
150 "	National Light.	
190 "	gasoline.	
880 "	Total	880

IN COUNTRY.

35 gallons	W. W. 150°.	
90 "	National Light.	
200 "	gasoline.	
325 "	Total	325
	Total	1,205 galls.

Yours truly,

M. MAXON.

P. 3-20-00.

111

PETITIONER'S EXHIBIT 885.

DECATUR, ILL., *July 30th, 1900.*

Five and $\frac{\text{no}}{100}$

Information about M. O. Co. business at Springfield, Ill., July, 1900.

(Stamp.)

F. J. P. 14.
Report No. 98.

P-7-31-00

119

PETITIONER'S EXHIBIT 886.

AUG. 31st.

Mr. E. B. STANLEY, *G. M.*
Cincinnati, Ohio.

DEAR SIR: Attached find statement extra expenses for Aug., 1900. Please have draft sent me for amount and oblige,

Yours truly,

M. MAXON.

F. J. P.....
Report No. 98.

PETITIONER'S EXHIBIT 887.

AUG. 31, 1900.

15.00

Fifteen and $\frac{no}{100}$

Information	M. O. Co.	T. W. business, Decatur	$8.00
"	"	B. W. shipments	2.00
"	"	T. W. business, Springfield	5.00
Total			$15.00

P–8–31–00

21

PETITIONER'S EXHIBIT 888.

AUG. 31st, 1898.

Mr. W. C. ELLIOTT,
Cincinnati, Ohio.

DEAR SIR: I wish you would please send me draft for $6.00 for information outside goods Jacksonville and Charleston, Ill.

Charleston, four cars at $1.00 each	$4.00
Jacksonville, receipts and shipments	2.00
	6.00

The charge at Charleston is high but the best that could be done as there was only one source to get it and $1.00 was his price.

Yours truly,

M. MAXON.

(Stamp.)

F. J. P. 17.
Report No. 98.

PETITIONER'S EXHIBIT 889.

AUG. 31st, 1898.

Mr. E. B. STANLEY,
Cincinnati, Ohio.

DEAR SIR: I have to-day settled all commission due on lubricating oil sales to date, and should be pleased to have you send me check for $4.00, amount paid.

Yours truly, ----------

26

PETITIONER'S EXHIBIT 890.

Mr. E. B. STANLEY,
Cincinnati, Ohio.

DEAR SIR: I have settled for Nov. commissions on lub. oils, at 9.00, so please have check sent me for the amount, and oblige.

Deaf & Dumb Institute, Jacksonville	$7.00
Street railway, Decatur	2.00
	$9.00

Yours truly, M. MAXON, *Mgr.*

PETITIONER'S EXHIBIT 891.

Nov. 26th, 1898.

Mr. W. C. ELLIOTT,
Cincinnati, Ohio.

DEAR SIR: I have paid out $5.52 for information of outside shipments into and out of Jacksonville, Ills., for the past 90 days. Please have draft sent me for the amount, and oblige.

Yours truly,

M. MAXON.

(Stamp.)

F. J. P. 18.
Report No. 98.

PETITIONER'S EXHIBIT 892.

28

DEC. 14th, 1898.

Mr. W. C. ELLIOTT,
Cincinnati, Ohio.

(See Letter Nov. 26th.)

DEAR SIR: I have paid out for information, receipts, and shipments outside oils at Jacksonville, Ill., $5.52, and $3.72 to pay; total, $9.24. Christmas is coming and money scarce.

Yours,

M. MAXON.

(Stamp.)

F. J. P. 19
Report No. 98.

PETITIONER'S EXHIBIT 893.

29

DEC. 31st, 1898.

Mr. W. C. ELLIOTT,
Cincinnati, Ohio.

DEAR SIR: I have paid for information at Jacksonville, Ills., $3. Please send me this amount at your convenience.

Yours truly,

M. MAXON.

(Stamp.)

F. J. P. 20
Report No. 98.

PETITIONER'S EXHIBIT 894.

DEC. 31st, 1898.

Mr. E. B. STANLEY,
Cincinnati, Ohio.

DEAR SIR: I settled with Mr. Trann to-day for all commissions due for this year—$2.50—except a small item at statehouse, Springfield. Please send me the $2.50 at your convenience.

Yours truly,

M. MAXON.

PETITIONER'S EXHIBIT 895.

31

JAN. 9th, 1899.

Mr. W. C. ELLIOTT,
Cincinnati, Ohio.

DEAR SIR: In Dec. I paid for information receipts and shipments outside oils at Jacksonville, Ill., $3.72 and to-day Jan. 9th $6.20 total, $9.92. Please send check for the amount as soon as convenient.

Yours truly,

M. MAXON.

(Stamp.)

F. J. P. 21.
Report No. 98.

PETITIONER'S EXHIBIT 896.

110

Mr. E. B. STANLEY,
Cincinnati, Ohio.

DEAR SIR:

Enclosed find [Memo.: Part of line illegible] $18.00 for which please have check sent me and oblige,

Yours truly,

M. MAXON.

PETITIONER'S EXHIBIT 897.

CATCHING THIEVES IN DECATUR.

DECATUR, ILLS., *July 31.*

Eight and $\frac{no}{100}$ 8.00

For information of the M. O. Co. tank-wagon sales July, 1900.

(Stamp.)

F. J. P. 13.
Report No. 98.

P. 7-31-00.

PETITIONER'S EXHIBIT 898.

47

Nov. 10th, 1899.

Mr. C. T. COLLINS, *G. M.*,
Cincinnati, Ohio.

PARAGON OIL CO.

DEAR SIR: It was my understanding that no one connected with this office was to know anything about the Paragon Oil Co., so I will suggest that all letters referring to their Mr. Kercher or John Maxon be sent under personal cover, as the general mail from your office is opened by Mr. Brown & Hinch. It will hurt us to have it known that the Co. own the Paragon Co. The Merchants Oil Co. are now making a house to house canvass.

Yours truly,

P. S.—I refer to letter from Mr. Sanford, 11/9.

(Stamp.)

F. J. P.
Exhibit "F"
Report No. 74.

PETITIONER'S EXHIBIT 899.

CINCINNATI, *May 5th, 1902.*

Mr. CHAS. KERCHER,
Box 144, Terre Haute, Ind.

DEAR SIR: I am in receipt of your letter of the 4th.

I wired you to advance your price on gasoline at Terre Haute ½c., which will give you a margin of 1½c. For the present I would not advise any further advance, and in view of the situation at Springfield I think we had better let matters rest where they are for a while, until you know something further about what you are able to do with the other parties at that point.

Yours truly,

C. T. COLLINGS.
H.

PETITIONER'S EXHIBIT 900.

FORM 191.

STANDARD OIL COMPANY.
INCORPORATED.

C. T. COLLINGS.
Personal.]

CINCINNATI, *Dec. 15, 1902.*

Mr. M. MAXON, *S. A.*,
Decatur, Ills.

DEAR SIR: Referring to your letter of Dec. 8th in regard to peddling wagon: We are operating this equipment direct from this office, and while we have a young man go out occasionally to visit the different plants, he will not be in Decatur as often as Mr. Kercher was.

As this young man is from this office, I do not know whether or not it would be judicious for him to call at your office, as he might be connected with the business. I suggest that any time you wish any change to be made in prices, or have any suggestions to make that you take the matter up with me personally, or if you want to interview Mr. Herring (who is running the business from this office) personally, he can let you know when he is in Decatur, and can arrange for a meeting with him.

Yours truly,
C. T. COLLINGS.
G.

W. F. G.

(Stamp.)

Decatur, Ill.
RECEIVED
Dec. 17, 1902
ANSWERED

PETITIONER'S EXHIBIT 901.

CINCINNATI, *June 19th, 1902.*

Mr. CHAS. KERCHER,
Box 144, Terre Haute, Ind.

DEAR SIR: I am in receipt of your letter of the 18th.

We can not consider the proposition of allowing the peddlers you mention at Terre Haute $4.00 per day. Therefore, there is nothing for you to do but to go ahead and put on your equipment and go after this business. You can lower the retail price to 11c.

Yours truly,
C. T. COLLINGS.
H.

(Stamp.)

F. J. P. #94
Report No. 73

PETITIONER'S EXHIBIT 902.

Personal.]
R.

CINCINNATI, *July 2, 1901.*

Mr. CHAS. KERCHER,
304 S. 13th St., Terre Haute, Ind.

DEAR SIR: Your favour of the 22nd is carefully noted. I do not approve of advancing the present salary of Mr. Day. I figure that his two horses are not costing him more than $3.50 per week for keep, which would leave him a net salary of $14.20, which is considerably in excess of what I am paying our other drivers of equal, if not greater, ability. In taking the matter up with this gentleman, please call his attention to these facts, and endeavour to persuade him to continue the present arrangement you have with him, and call his attention to the fact that he will make more money by staying with you than he could by operating independently, as the markets are regulated at present, and if he should operate independently, there would be a tendency to cut prices so that there would be very little profit in the business for anybody, and he would scarcely make more than enough for horse keep. If he is stubborn, and does not wish to continue under the present arrangement, I would suggest that you make no inducement whatever to hold him, but immediately arrange to take care of and cover his route. For your information, beg to state that both Hultz and Day, according to the volume of business from January 5th to June 15th, show a small loss, and by increasing his salary to the basis that you have named in your letter, it would make the loss at least 1c. more. His idea that he will be able to secure sufficient additional price from his customers to cover the advance he is asking is not practical, as from your experience in the oil business you know that the majority of people will buy where they can get the goods the cheapest knowing that they get the same quality.

Yours truly,

D. P. SANFORD.
H.

(Stamp.)

F. J. P. 859.
Report No. 73.

PETITIONER'S EXHIBIT 903.

Personal.]
R

CINCINNATI, *Jan. 16, 1901.*

Mr. CHAS. KERCHER,
New National Hotel,
Terre Haute, Ind.

DEAR SIR: Referring to your favor of the 12th in regard to taking off the fifth wagon at Terre Haute: I believe that this would be a very wise move, as I note that your average sales per wagon per day are falling off and that your marketing cost is increasing. Please attend to this matter at once, and make some disposition of the horses, and dispense with the services of the driver.

As regards the Decatur situation: I believe from correspondence I have had that it will be perfectly safe to discontinue our business at that point entirely, and that your present business can be absorbed by Leffingwell and the store trade, so that there will be a very small percentage of this trade secured by the M. O. Co. I would like to have you carefully look into this suggestion of discontinuing the business at Decatur and see if it is not practicable to make some such move. The loss at this point continues to increase, which would clearly indicate that the business is falling off and being taken care of by the stores and other peddlers. The situation at this point is greatly improved in some respects, so that it is not likely to be detrimental to our interests. Be sure to go over the situation carefully and let me have your suggestion with reference to this change.

I am very anxious that you make a special effort at Springfield and see if the situation at this point can not be vastly improved. Our cost of marketing at this point is very high at the present time, showing quite a heavy loss, and I believe it will be more to the general interest if hereafter you spend more of your time at each point instead of stopping only a short time at each place and moving about so frequently. I would suggest that you arrange to put in, say, two weeks at Springfield and two weeks at Terre Haute. If we do not decide to discontinue business at Decatur, you might put in one week there and two at Springfield. Of course there may be times that will require you to make a special trip, but I am satisfied that it will be to the best interests if you will arrange to spend your time as mentioned. Please advise us if you do not think you can accomplish considerably more by carrying out our suggestions.

As regards your favor of the 10th in reference to construction of tank cart: I do not think it feasible to have a spring from the foot board to the cross bar of the shafts, as you suggest. We shall order a number of these carts very soon, and shall endeavor to arrange their construction so as to diminish the motion as much as possible. It is quite a difficult problem to provide them with tops, as it will largely increase their cost. There will be considerable wear and tear, owing to the severe racking of the cart. I will consider this matter and see what can be done towards providing shelter. If it is impossible to arrange anything satisfactory, we will have to resort to providing the drivers with rain coats for their protection during bad weather. Please let me know how many of these carts it will be necessary for you to have at each one of the points to give you a full equipment. Also

advise us if you have any suggestions to make in regard to the total capacity and division of the compartments.

In regard to the worn-out horse, please see if you can not dispose of him to advantage. As soon as the carts are put in service we will take into consideration anticipating any future changes in your present equipment.

Yours truly,

D. P. SANFORD.
H.

Written in pencil on back of this letter is the following:

"Sanford, Jan. 26–1901.
T. H. & Dec.
X."

PETITIONER'S EXHIBIT 904.

Personal.]
R

CINCINNATI, O., *23, 1900.*

Mr. CHAS. KERCHER,
Terre Haute, Ind.

DEAR SIR: Replying to your favor of the 16th, you may commence on Monday to make a price of 8c per gallon on Prime White oil at Springfield, Ills., and we trust that you will be able to secure considerable of Mr. Solle's trade by having the benefit of this low price. Please make a special effort and see if it is not possible to make a nice gain in your Springfield sales.

As regards discontinuing one wagon at Decatur: I approve of this move, and you may have the horse driven over to Springfield, and hold the surplus wagon, that you will release at Decatur, subject to our order. We shall likely advise you within a few days where to ship this wagon.

We will have shipped to you at Springfield the fore part of next week a new two-wheeled tank cart. This will release one of your tank wagons at Springfield, which please hold subject to our order. As soon as the new two-wheeled cart is put in operation, and it is demonstrated what you can accomplish with it, we wish to have you advise us if it will not be possible for you to handle one with larger capacity of the same construction, say about 175 gallons capacity. We are anxious to have this information at an early date so we may place an order for the construction of several of these carts, which will enable us to get over bad roads, and reduce our live stock equipment.

As regards the question of price on Prime White at Terre Haute, I will advise you later, as I wish first to take this matter up with Mr. Wilson.

Yours truly,

D. P. SANFORD.
H.

Written on back of this letter, in pencil, is the following:

"Sanford Spgd Solle
X"

PETITIONER'S EXHIBIT 905.

FORM 191.

STANDARD OIL COMPANY,
INCORPORATED.

F. J. P. Exhibit "B" Report No. 111

Peoria Branch and Agencies.
R. E. Lashley, Special Agent.

PEORIA, ILLS., *October 14, 1903.*

Competitive Shipments in the month of September.

Mr. F. L. HIBBS, *Salesman.*

DEAR SIR:—The following competitive shipments have been made into your territory during the month of September:

Aledo:				
Sept. 3rd, Detweiler Bros., Aledo	9	bbls.	gasoline,	R. O. Co.
Bushnell:				
Sept. 15th, R. Jeffries, New Philadelphia	1	bbl.	Nat. Lt.,	R. O. Co.
" 2nd, M. Shields, New Philadelphia	1	"	refined,	"
" 2nd, R. G. Parvin, Marietta	1	"	gasoline,	"
" 2nd, G. L Wetzel, New Philadelphia	1	"	"	"
" 18th, G. F. Harper, Bushnell	1	"	refined,	"
" 25th, J. M. Foster New Philadelphia	1	"	gasoline,	"
" 19th, G. L. Wetzel, New Philadelphia	1	"	"	"
Canton:				
Sept. 2nd, G. W. Wessling, Canton	1	bbl.	refined,	R. O. Co.
" 3rd, Heckard & Son, Canton	1	"	"	"
" 24th, G. W. Wessling, Canton	1	"	"	"
Galesburg:				
Sept. 5th, A. C. Huffman, Knoxville	1	bbl.	refined,	R. O. Co.
" 17th, J. Scott, Gilson	1	"	"	"
" 17th, Wm. Scott, Gilson	2	"	"	"
" 15th, E. Huston, Wataga	1	"	"	"
" 16th, J. Pickerell, Gilson	1	"	"	"
" 23rd, Gales. Gr. East Ry., Etherly	1	bbl.	refined,	"
" 26th, S. A. Parkinson, Wataga	1	"	gasoline,	"
" 22nd, A. C. Huffman, Knoxville	1	"	refined,	"
Galva:				
Sept. 10th, Galva Gr. Co., Galva	1	bbl.	gasoline,	R. O. Co.
" 11th, E. W. Robinson, Galva	1	"	"	"
" 15th, E. L. Swanson, Bishop Hill	1	"	refined,	"
" 22nd, R. & O. Temple, Galva	1	"	"	"
" 22nd, W. B. McClellan, Nekoma	2	"	gaso.,	Penn Oil Co.
" 14th, Olsen Bros., Oneida	2	"	refined,	"
" 1st, G. M. Nelson, Victoria	1	"	"	R. O. Co.
" 1st, E. L. Swanson, Altona,	1	"	"	"
2nd, Wm. Shandon, Ulah	1	"	gasoline,	"
" 3rd, W. W. Hunt, Bishop Hill,	1	"	"	"
" 3rd, J. Knoll, Galva	2	"	"	"
" 3rd, E. W. Robinson, Galva	1	"	refined,	"
" 5th, Galva Elev. Co., Galva	2	"	gasoline,	"

PETITIONER'S EXHIBIT 905—SHEET 2.

FORM 191.

STANDARD OIL COMPANY,
INCORPORATED.

Peoria branch and agencies,
R. E. Lashley, Special Agent.

PEORIA, ILLS., *October 14, 1903.*

#2. F. L. H.

Galva—Continued.					
Sept.	5th,	T. H. Kelly, Galva	1	bbl. gasoline,	R. O. Co.
"	5th,	L. E. Olsen, Oneida	2	" refined,	"
"	5th,	C. A. Sayer, Victoria	1	" "	"
"	5th,	Oferall, Oneida	1	" "	"
"	5th,	Nash Bros., Oneida	1	" gasoline,	"
"	5th,	A. Seward, Victoria	1	" refined,	"
"	27th,	Nash Bros., Oneida	1	" "	"
"	18th,	Galva Gr. Co.	1	" "	"
"	15th,	Olsen & Johnson, Altona	1	" gasoline,	"
"	15th,	" " Altona	1	" refined,	"
"	16th,	A. Arnquist, Bishop Hill	1	" gasoline,	"
"	16th,	J. M. Kingdon, Nekoma	1	" refined,	"
"	22nd,	E. L. Swanson, Bishop Hill	2	" "	"
"	28th,	Ostran & Hunt, Cambridge	1	" "	"
"	25th,	P. S. Johnson, Bishop Hill	2	" "	"
"	25th,	Ostran & Hunt, Cambridge	2	bbls. refined,	"
"	25th,	Ironberg & Johnson, Victoria	1	" gasoline,	"
"	25th,	" " "	1	" "	"
"	25th,	A. C. Cady, Galva	1	" refined,	"
"	29th,	" " Galva	2	" gasoline,	"
"	22nd,	J. Kroll, Galva	1	" refined,	"
"	22nd,	J. Coleison, Altona	2	" "	"
"	22nd,	E. F. Swanson, Altona	1	" "	"
"	22nd,	O. E. Offerall, Oneida	1	" "	"
"	22nd,	L. Allison, Oneida	1	" "	"
"	22nd,	Nash Bros., Oneida			
La Harpe.					
Sept.	22nd,	Geo. Grigsby, Blaindinsville	1	bbl. refined,	R. O. Co.
"	22nd,	Vaughn & Howell, Carman	1	" gasoline,	"
"	22nd,	C. E. Fahnestock, Sciota	1	" "	"
"	14th,	H. Allshouse, Sciota	1	" refined,	"
"	14th,	E. E. Sapp, Sciota	5	" "	"
Lewistown.					
Sept.	24th,	N. Lundquist, Lewistown	1	bbl. refined,	R. O. Co.
"	14th,	N. Painter, Lewistown	1	" gasoline,	"
"	16th,	N. A. Lundquist, Lewistown	1	" refined,	"
"	25th,	C. R. Simms, Lewistown	1	" gasoline,	"
"	24th,	Riley & Baylor, Cuba	2	" refined,	"

PETITIONERS' EXHIBIT 905—SHEET 3.

FORM 191.

STANDARD OIL COMPANY,
INCORPORATED.

Peoria branch and agencies,
R. E. Lashley, Special Agent.

PEORIA, ILLS., *October 15, 1903.*

#3. F. L. H.

London mills:				
Sept. 22nd, White & Walford, London Mills	1	bbl.	gasoline,	R. O. Co.
" 24th, J. P. Spiss & Son, Fairview	1	"	refined,	"
" 24th, " " " "	1	"	gasoline,	"
" 6th, O. M. Barrens, Hermon	1	"	refined,	"
" 22nd, Geo. Aerse & Co., St. August	1	"	"	"
" 2nd, J. P. Spiss & Son, Fairview	1	"	"	"
" 24th, E. Babbitt, St. Augustine	1	"	"	"
" 24th, G. Niece & Co., St. Augustine	1	"	"	"
" 23rd, White & Walford, London Mills	1	"	gasoline,	"
" 23rd, Hummell Bros., London Mills	1	"	"	"
Monmouth:				
Sept. 14th, W. A. Frayer, Alexis	1	bbl.	gasoline,	R. O. Co.
" 19th, H. L. Kelley, Biggsville	1	"	refined,	"
" 2nd, J. H. Campbell, Kirkwood	50	gal.	gasoline,	R. O. Co.
" 11th, " " "	1	bbl.	"	P. O. Co.
" 18th, " " "	50	gal.	"	R. O. Co.
" 22nd, " " "	1	bbl.	"	P. O. Co.
" 18th, F. S. Ryner, Kirkwood	30	gal.	"	R. O. Co.
" 2nd, Kessler Bros., Kirkwood	15	gal.	refined,	"
" 2nd, " " "	30	"	gasoline,	"
" 5th, J. H. Watson, Larchland	40	gal.	refined,	"
" 5th, " " "	50	"	gasoline,	"
" 18th, F. Barrow, Little York	1	bbl.	refined,	"
" 18th, Wallace & Son, Little York	2	"	"	"
New Boston:				
Sept. 1st, Wickett Bros., Keithsburg	1	bbl.	refined,	R. O. Co.
" 18th, B. Poffenbarger, New Boston	2	bbls.	refined,	"
" 22nd, " " "	1	"	gasoline,	"
" 18th, Wickett Bros., Keithsburg	1	"	refined,	"
" 23rd, Gaylor & Wright, Seaton	1	"	"	"
" 23rd, Geo. Lytle, New Boston	1	"	"	"
New Windsor:				
Sept. 22nd, H. L. Hadley, Osco	1	bbl.	gasoline,	R. O. Co
" 22nd, A. Andrews, Osco	1	"	"	"
" 3rd, J. J. Hadley, Osco	1	"	"	"
" 3rd, " " "	1	"	refined,	"
" 3rd, A. Andrews, Osco	1	"	"	"
" 3rd, " " "	1	"	gasoline,	"
" 16th, " " "	1	"	refined,	"
" 16th, " " "	1	"	gasoline,	"

PETITIONER'S EXHIBIT 905—SHEET 4.

FORM 191.

STANDARD OIL COMPANY,

(INCORPORATED).

Peoria branch and agencies.
R. E. Lashley, Special Agent.

PEORIA, ILLS., *October 14, 1903.*

#4. F. L. H.

Rushville:				
Sept. 24th, Griffith Hardware Co., Rushville	2	bbls.	refined	R. O. Co.
Vermont:				
Sept. 1st, D. B. Danner, Astoria	1	bbl.	refined	R. O. Co.
" 14th, Roberts Bros., Astoria	1	"	gasoline	"
" 15th, Copper Bros., Astoria	1	"	refined	"
" 26th, Nelson & Nelson, Vermont	2	"	"	"
" 23rd, H. A. Griffin, Table Grove	2	"	gasoline	"
" 24th, Roberts Bros., Astoria	1	"	refined	"
" 23rd, J. M. Todd, Astoria	1	"	gasoline	"
" 23rd, Roberts Bros., Astoria	1	bbl.	gasoline	R. O. Co.
Wyoming:				
Sept. 14th, W. W. Day, Monica	75	gal.	refined	"
" 5th, Cady Bros., Brimfield	75	"	"	"
" 6th, Memerly Bros., Brimfield	1	bbl.	"	"
" 3rd, J. D. Rathburn, Monica	1	bbl.	refined	R. O. Co.
" 17th, J. F. Searles, Princeville	4	"	"	"
" 12th, J. F. Kidder, Monica	1	"	gasoline	"
" 17th, J. F. Searles, Princeville	1	"	"	"
" 14th, J. W. Rist, Toulon	1	"	refined	"
" 18th, M. V. Conklin, Princeville	1	bbl.	gasoline	"
" 15th, J. M. Robinson, Williamsfield	1	"	refined	
" 21st, J. D. Rathburn, Monica	1	bbl.	gasoline	R. O. Co.
Yates City:				
Sept. 22nd, C. Davis & Co., Laura	1	"	refined	"
" 22nd, Brooks & Johnson, Laura	1	"	gasoline	"
" 22nd, " " " "	1	"	"	"
" 1st, Brooks & Co., Laura	1	"	refined	"
" 1st, " " " "	1	bbl.	refined	"
" 1st, Scudder & Stokes, Farmington	1	"	gasoline	"
" 1st, " " " "	1	"	refined	"
" 2nd, L. A. Wells & Co., Elmwood	1	"	"	"
" 2nd, W. D. Miller, Yates City	1	"	gasoline	"
" 2nd, " " " "	1	"	"	"
" 17th, W. H. Faulds, Douglas	1	"	refined	"
" 17th, Scudder & Stokes, Farmington	4	"	gasoline	"
" 17th, " " " "	1	"	"	"
" 12th, J. A. Tucker, Williamsfield	1	"	refined	"
" 12th, H. McManus, Laura	1	"	"	"
" 12th, W. D. Miller, Yates City	1	"	gasoline	"
" 12th, " " " "				

PETITIONER'S EXHIBIT 905—SHEET 5.

FORM 191.

STANDARD OIL COMPANY.

INCORPORATED.

Peoria branch and agencies.
R. E. Lashley, special agent.

PEORIA, ILLS., *October 14, 1903.*

#5. F. L. H.

Yates City—Continued.

Sept.	14th, E. L. Hausch, Maquon	1	bbl.	refined, R. O. Co.
"	14th, T. J. Walker, Maquon	1	"	" "
"	14th, " " "	1	"	gasoline "
"	14th, Brooks & Co., Laura	1	"	" "
"	14th, C. A. Cary, Elmwood	1	"	" "
"	14th, B. F. Burgoin, Elmwood	1	"	" "
"	15th, Wallick Bros., Williamsfield	1	bbl.	gasoline "
"	15th, " " "	1	"	refined "
"	15th, C. C. Davis, Laura	1	"	gasoline "
"	26th, Brooks & Co., Laura	1	"	refined "
"	26th, " " "	1	"	gasoline "
"	25th, E. L. Hausch, Maquon	1	"	refined "
"	25th, R. F. Graham, Trivoli	1	"	" "
"	22nd, T. A. Miller, Douglas	1	"	gasoline "
"	25th, E. A. Cary, Elmwood	1	"	" "
"	21st, Brooks & Co., Laura	1	"	refined "
"	22nd, W. Farley, Elmwood	1	"	" "
"	23rd, S. H. Ryan & Co., Williamsf	2	"	" "
"	23rd, Brooks & Co., Laura	1	"	" "
"	24th, Mrs. J. L. Dimmitt, Farmington	1	"	" "
"	24th, Scudder & Stokes, Farmington	1	"	gasoline "

Yours truly,

R. E. LASHLEY,
Special Agent.

Dic. R. E. L. L.

Total, 113½ bbls. refined
78½ " gasoline

191

PETITIONER'S EXHIBIT 906.

FORM 191.

STANDARD OIL COMPANY.

INCORPORATED.

Peoria branch and agencies,
R. E. Lashley, special agent.

Personal.] PEORIA, ILLS., *Sept. 10, 1903.*

CONTRACTING ON ELAINE OIL.

Mr. F. L. HIBBS, *Salesman.*

DEAR SIR: I am going to take the liberty of sending you a copy of Mr. Collings' letter to me of Sept. 8th, in regard to our policy as to contracting on Elaine.

This is in line with my talk of a few days ago in regard to agreeing to sell a customer 10, 15, or not over 20 bbls. of Elaine, White Seal, or Eocene at a stipulated price, to replace so-called high-grade National Light oil, sold by the Royal Oil Co.

You must bear in mind, and it must be distinctly understood, that we are not to make contracts of this kind, except with customers who insist on handling a fancy high-grade oil, or have been handling National Light from the Royal Oil Co. As you will see from Mr. Collings' letter, we are at liberty to take orders of this character for the present at 1c. per gal. less than our open-market price to-day, f. o. b. Peoria, Galesburg, & Bloomington. The market to-day, f. o. b. Peoria, is 16c., Galesburg 17c., and Bloomington 17c.

As you will see, you can take a contract for a stipulated number of barrels of Elaine, but not to exceed 20 bbls. without taking the matter up with us, at 1c. per gal. less than our open-market price; goods to be delivered between now and April 1st, 1904.

I want to impress on you the importance of having all such orders you may take to replace National Light from the Royal Oil Co., or White Seal from the Brooks Oil Co., or so-called high-grade competitive oils. Now I want each Refined Oil salesman to make a thorough canvass of his territory, getting all of this business in line.

Another thing I want distinctly understood, and that is, first of all, a very strong effort must be made to get all this class of trade on Eocene or White Seal that you possibly can. We only want to sell Elaine in a case of absolute necessity, and where you possibly can you must get the full price for Elaine. This concession which I am now giving you is only for extreme cases, and if this privilege is abused by any of our Refined Oil salesmen it will be necessary for me to withdraw it. I am giving you all the leeway I can, and will ask that you use it to the very best advantage. I have confidence in you in giving you this concession, and trust you will use it to the best advantage. I would feel very bad indeed, if I am compelled to take this concession out of any of the salesmen's hands. We want the business, and I want you to see that it is gotten into line.

Please acknowledge receipt of this letter, assuring me that you will use this to the very best advantage, and only in a case of absolute necessity.

Yours truly, R. E. LASHLEY, *Special Agent.*
R.

Enc.
R. E. L.

PETITIONER'S EXHIBIT 907.

FORM 1934—1563.

STANDARD OIL COMPANY.
(INCORPORATED.)

PEORIA, ILL., *August 19, 1904.*

Mr. F. L. HIBBS, *Salesman.*

ELAINE ORDERS.

DEAR SIR: We are in receipt of three future orders taken by you for Elaine at 16c. per gallon, f. o. b. Peoria. We have written you several letters on this same subject, which no doubt you have received by this time, and we trust that from now on you will use better judgment in taking this future orders on Elaine. What we wish to call your attention to particularly is the fact that two of these parties, C. A. Knappenberger, of LaHarpe, and J. A. Wright, of LaHarpe, have never bought any outside goods at all, and we have no record of Geo. Grigsby of Blandinsville getting anything since last March.

This low price on Elaine oil was given us to compete with National Light, and was to be used only where it was absolutely necessary, where the party was buying from the competitor, and by making this price on Elaine we could get the business.

I wish you would give this matter careful study and thought before you make any further contracts on Elaine at the minimum price.

Yours truly,

J. L. TRANN, *S. A.*

Dic. J. L. T.

(Stamp.)

F. J. P.
Exhibit 'K'
Report No. 110

PETITIONER'S EXHIBIT 908.

FORM 193½—1563.

STANDARD OIL COMPANY.
(INCORPORATED.)

PEORIA, ILL., *August 6, 1904.*

Refined Oil Salesmen:

We are to-day in receipt of a letter from our home office in which they state that we will have to make a decided effort to increase our gallonage in this field from now on, and it is up to you to push your agents and visit each one of your towns systematically in view of getting the business into line.

We also want you to watch the high-grade oil business closely, and if you come across any parties where we are unable to hold the business unless we get them on contract, you can say to them we will have a price ready for them in the next 15 or 30 days, which will be of much more interest to them than the competitor can make at this time. We think we can hold them off at least that long, and at that time we will undoubtedly be in a position to name them a price on contract.

Please understand that we do not want to lose any business, and if we can not get it, except on contract with them, we wish you would write us about these cases at once, and as our showing for July was very poor, we are going to look to you to show us a gain in each one of our circuits this month.

This is very important and must not be overlooked.

Yours truly,

J. L. TRANN, *S. A.*
Per J. C.

J. R. C.

PETITIONER'S EXHIBIT 909.

FORM 193.

STANDARD OIL COMPANY.
(INCORPORATED.)

PEORIA, ILL., *March 16, 1904.*

Mr. F. L. HIBBS, *Salesman.*

DEAR SIR: We are not getting a proper line on the outside shipments into our territory, and you will kindly advise us whether you take up with the agent each time you visit the station, whether they are reporting outside shipments to us each day on Form 114.

As you know, our instructions are to send in Form 114 each day with a report of the outside shipments going into the territory. If there are no outside shipments located, send in the blank form, and mark across the face of it, "No outside shipments located."

The agents are not watching this part of the business nearly as closely as they should, and they are neglecting to report to us what they do notice, and we wish you would kindly make it a rule to take up this part of the business with the agent each time you visit the station, as you must get a better line on the outside shipments.

Kindly acknowledge receipt of this letter.

Yours truly,

J. L. TRANN, *S. A.*
Per J. C.

J. R. C.

(Stamp.)

F. J. P.
Exhibit 'D'
Report No. 110

PETITIONER'S EXHIBIT 910.

FORM 193.

STANDARD OIL COMPANY.
(INCORPORATED.)

PEORIA, ILL., *July 19, 1904.*

Mr. F. L. HIBBS, *Salesman.*

DEAR SIR: Whenever we notify you of competitive shipments into your territory, we want you to keep the list constantly before you, and when you visit the towns you are to follow each shipment up closely and report back to us fully upon same. You are not to take it for granted that the party received the goods because we report to you, but you are to ascertain whether or not they really received them. These are instructions from Cincinnati, and each competitive shipment must be reported back to us. Kindly see that these instructions are carried out in the future.

Yours truly,

J. L. TRANN, *S. A.*
Per J. C.

J. R. C.

PETITIONER'S EXHIBIT 911.

FORM 193.

STANDARD OIL COMPANY.

(INCORPORATED.)

PEORIA, ILL., *October 17, 1904.*

Mr. F. L. HIBBS, *Salesman.*

DEAR SIR: Below we give you list of competitive shipments into your territory, reported to us, and we would ask that you kindly follow this up very closely, and endeavor to get this business into line. Also investigate these shipments and see if these parties received goods from these companies on these dates, and in case they did, kindly advise us if it was the kind of goods as reported or not.

Sept. 20th, Gaylor & Wright, Seaton, Ill	1 bbl. gasoline,	R. O. Co.
Sept. 27th, Dryden & Dryden, Keithsburg, Ill	1 " "	Penn.
Sept. 27th, C. F. W. Shell, Oquawka	2 " "	"
Oct. 4th, L. Hofer, Princeville, Ill	1 bbl. refined,	R. O. Co.
Sept. 26th, F. S. Ryner, Kirkwood	½ bbl. gasoline,	"
Oct. 4th, Paul Bob, Roseville, Ill	½ bbl. refined,	"
Oct. 4th, A. Kreig, Roseville, Ill	1½ ref. & 2 gaso.,	"
Oct. 1st, H. L. Kelley & Son, Biggsville, Ill	2 bbl. gasoline,	Penn.
Sept. 27th, A. Arnquist, Bishop Hill	1 ref. & 1 gaso.,	R. O. Co.
Oct. 4th, Miller Hdw. Co., Oneida, Ill	1 bbl. refined,	Penn.
Oct. 10th, Ironberg & Johnson, Victoria, Ill	1 ref. & 2 gaso.,	R. O. Co.
Oct. 5th, A. Arnquist, Bishop Hill	1 bbl. refined,	"
Oct. 10th, E. L. Swanson, Bishop Hill	1 " "	"
Oct. 8th, S. E. Roth, Ipava, Ill	2 bbl. refined,	"
Oct. 6th, J. C. Young, Alexis	2 ref. & 2 gaso.,	"
Oct. 6th, J. B. Porter, Alexis	2 bbl. refined,	"
Oct. 10th, L. N. Nash, Oneida, Ill	2 " "	"
Oct. 10th, L. E. Olson, Oneida, Ill	1 " "	"
Oct. 10th, Olson & Johnson, Altona, Ill		

Yours truly,

J. L. TRANN, *S. A.*,
Per J C

J R C

PETITIONER'S EXHIBIT 912.

FORM 193.

STANDARD OIL COMPANY.

(INCORPORATED.)

C PEORIA, ILL., *December 29th, 1904.*

Mr. F. L. HIBBS, *Salesman.*

SITUATION AT BRIMFIELD.

DEAR SIR: Referring to your report of the 19th in regard to the situation at Brimfield, we took this matter up with Mr. Collings, and have his authority, under date of the 27th, to close contract with Cady Bros., Memler Bros., and Winn, covering their requirements on Perfection Oil from tank wagon until April 1st, 1905, at ½c. off our regular Brimfield market, they to send their tickets in at the end of each month. Make this as verbal agreement, and have it clearly and distinctly understood that it expires April 1st, and is in consideration of their giving us all their business.

We feel sure that this will straighten out the situation, and we would like to have you attend to it as soon as possible. When the roads get in bad shape it will be impossible for our competitor to operate his wagon from Peoria, at which time they will find it to their advantage to buy from the Yates City wagon under the above agreement.

After you have seen these people, let us hear from you.

Yours truly,

J. L. TRANN, *S. A.*,
Per FHB

Dict. FHB

Written in pencil at the bottom of this letter is the following: "Copy of this letter filed #2373, pt. 2 Exhibit #2."

F. J. P.
Exhibit 'A'
Report No. 112

PETITIONER'S EXHIBIT 913.

FORM 193–1563.

STANDARD OIL COMPANY.
(INCORPORATED.)

PEORIA, ILL., *August 17, 1904.*

Mr. F. L. HIBBS, *Salesman.*

FUTURE ORDERS.

DEAR SIR: We are in receipt of your report for the 15th, together with seven future orders. I note in these seven future orders you have taken, four of them are for Elaine, at 16c. I thought you understood plainly the instructions I gave you here in the office about selling Elaine. The price I gave you of 16c. was a minimum price and supposed to be just used where it was absolutely necessary to get the business.

It seems you are going right ahead and selling Elaine at this 16c. price to everybody. Please discontinue this in the future, and if you can not get more than 16c. we will have to turn your orders down. There is no objection to accepting an order occasionally from a good customer, at 16c., but it seems to me that you are going ahead and selling at random at this low price; and also we do not want to sell Elaine to the extent you are taking orders for. It is my feeling that you can switch a great deal of this trade to White Seal or Eocene.

Since you and Mr. Firebaugh were in here together last Saturday, he has sent us 25 future orders, and amongst the 25 orders there is only one order for Elaine, and he got a price of 16¾c.

Understand, we are not going to accept Elaine orders at the ratio 4 out of 7 as in this instance we are now writing you on. Where it is necessary to sell Elaine, make an effort to get a little over 16c.

Also not one of your orders has the point of supply on it. This I took up particularly with you last Saturday and will state now that I am not going to call this to your attention again. You stated right here in my presence, and in the presence of Mr. Firebaugh, that you understood it, and would be governed accordingly, but not one of your 7 orders has the point of supply on.

Yours truly,

J. L. TRANN, *Special Agent.*

Dic. J. L. T.

(Stamp.)

F. J. P.
Exhibit 'J'
Report No. 110

PETITIONER'S EXHIBIT 914.

FORM 193.

STANDARD OIL COMPANY.

(INCORPORATED.)

Personal.] PEORIA, ILL., *June 23, 1904.*

GALVA SITUATION.

Mr. F. L. HIBBS, *Salesman.*

DEAR SIR: I note that our sales of Perfection oil at Galva have dropped off so that we are practically marketing no Perfection at that station.

We have on hand at the present time 14,333 gal. It has been decided that we cut out Perfection at Galva and carry Diamond Headlight and Eocene.

Owing to the amount of Perfection we have in our storage there and at this season of the year, I see no reason why we cannot market this as Eocene, and when the storage is empty have it filled with Eocene, which will come in about the right time, or before the cold weather.

I would like to discuss this matter with you personally here in the office, with a view of putting this arrangement into effect at once. I would suggest, however, after seeing me that you go to Galva yourself, and arrange this matter, as outlined in this letter.

Please make your arrangements to see me either Saturday or Sunday.

Yours truly, J. L. TRANN, *Special Agent.*

Dic. J. L. T.

Written in pencil at the bottom of this letter is the following: "(A copy of this letter is filed No. 2373, pt. 2—Exhibit 2.)"

FORM 193.
(Stamp.)

F. J. P.
Exhibit 'A'
Report No. 111

PETITIONER'S EXHIBIT 915.

Prices subject to change without notice.

No. 917.

WASHINGTON, 11/20/01.

M *J. W. Brown, Falls Church, Va., bought of Standard Oil Co.*

Gasoline not sold for use in lamps in houses for illuminating purposes.

TERMS CASH.

PAY DRIVER

and see that you receive the quantity you pay for.

TANK WAGON DELIVERY.

80	gallons Aladdin oil	@ 7	5.60
....	gallons .... oil	@	.....
....	gallons Pratt's D. S. gasoline	@	.....
....	gallons		
			$5.60

Goods received.

....., *Purchaser.*

Received payment,
WEINEGAR, *Driver.*

PETITIONER'S EXHIBIT 916.

Form C-09. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

No. 635.

WASHINGTON, *Dec. 11, 1901.*

Gasoline not sold for use in lamps in houses for illuminating purposes.

M *J. W. Brown, Falls Church, Va., bought of Standard Oil Co.*

TERMS CASH.

PAY DRIVER and see that you receive the quantity you pay for.

TANK WAGON DELIVERY.

100 gallons Aladdin oil	@	7½	7.50
..... gallons ..... oil	@	....	.....
..... gallons Pratt's D. S. gasoline	@	....	.....
..... gallons	@	....	.....
			7.50

Goods received.

..... *Purchaser.*

Received payment.

YARBROUGH, *Driver.*

PETITIONER'S EXHIBIT 917.

—09. 15,000 books—1—'02. Gasoline not sold for use in lamps in houses for illuminating purposes. 726

WASHINGTON, *Oct. 2, 190*

M *J. W. Brown, Falls Church, Va., bought of Standard Oil Co.*

TERMS CASH.	TANK WAGON DELIVERY.		
PAY DRIVER and see that you receive the quantity you pay for.	25 gallons Aladdin oil	@ 7	1.75
	.... gallons ..... oil	@	.....
	5 gallons Pratt's D. S. gasoline	@ 11½	.58
	.... gallons	@	.....
			2.33

Goods received.

.....*Purchaser.*

Received payment.

YARBROUGH, *Driver.*

Prices subject to change without notice.

PETITIONER'S EXHIBIT 917½

F. W. CARTER, *Pres.*
A. H. POHLIG, *Treas.*

W. A. WILLEROY, *Attorney.*
W. E. HAZELGROVE, *Secretary.*
208 W. Broad street.

Exhibit 16a.

RETAIL MERCHANTS ASSOCIATION.

Meets fourth Tuesday night in each month at 27 South Thirteenth street.

RICHMOND, VA., *Feb. 27th, 1905.*

To the Officers & Members of the Retail Merchants Association.

GENTLEMEN: We, your committee appointed to investigate the existing conditions in regard to the oil companies now doing business in our city, beg leave to submit this our report.

Your committee, after examining a number of witnesses and after a careful consideration of the evidence introduced, have come to the conclusion there is only one independent oil company now doing business here.

We also find that one of the companies which have been trying to persuade our merchants into believing it was independent of the oil trusts has been giving a secret rebate of ½ cent per gallon to many merchants and guaranteeing to do so no matter what the price shall be, with a view of breaking down the true "Independent Co.," thereby driving out competition in our city, which practice we cannot too strongly condemn as savoring of trust methods, and as we believe in honest competition urge our merchants to patronize the independent oil company and thereby foster independence.

We also find from the evidence presented that to-day oil is much cheaper in Richmond than most any point, as the following quotations will show: Norfolk, 8 cents per gallon; Raleigh, N. C., 9 cents; Rocky Mount, N. C., 12½ cents; Goldsboro, N. C., 12½ cents; Savannah, Ga., 12½ cents; Key West, Fla., 12½; Baltimore, Md., 9½ cents; Annapolis, Md., 10½ cents, and Richmond 7 cents per gallon; thus we will see we were highly favored this year by our extending a helping hand to our friends the Richmond Oil Co.

We recommend that a copy of this report be furnished every merchant in our city, also our papers be requested to print same, with the view of helping those who are not members and those who do not regularly attend our meetings, to patronize honest business methods.

Respectfully submitted.

W. E. HAZELGROVE,
W. G. QUARLES,
Committee.

PETITIONER'S EXHIBIT 918.

The President of the United States of America to Crittenden T. Collings, individually and as second vice-president of the Standard Oil Company, of Kentucky, Greeting:

Seal of U. S. Circuit Court, South. Dist., New York.

WE COMMAND YOU, that all business and excuses being laid aside, you appear and attend before Hon. Franklin Ferriss, a special examiner appointed by the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri, at room 515 of the custom house, in the Borough of Manhattan, in the city of New York, State of New York, on Monday the 14th day of September, 1908, at 10.30 o'clock in the forenoon, to testify and give evidence on the part of the petitioner in a certain action now pending undetermined in the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri, wherein the UNITED STATES OF AMERICA is petitioner, and the STANDARD OIL COMPANY, of New Jersey, and others, are defendants; and that you bring with you and produce at the time and place aforesaid the following letters now in your custody or under your control and more particularly described as follows, to-wit:

(1) A letter dated January 22, 1900, marked "Personal," signed by M. Maxon, manager, directed to Mr. E. B. Stanley, gen. mgr., Cincinnati, concerning sales of the Merchants Oil Company, and acknowledging the receipt of a letter by said Maxon from said Stanley dated the 20th of January of the same year.

(2) A letter dated January 23, 1900, written by M. Maxon to E. B. Stanley, G. M., Cincinnati, Ohio, which letter gives the sales of oil and gasoline from January 17 to January 20, 1900, of the M. O. Co. at Decatur, Illinois.

(3) A letter dated May 28, 1898, marked "Personal," signed by M. Maxon, manager, directed to Mr. W. C. Elliott, Cincinnati, in reference to expenses. This letter refers to a conversation that the writer had with Mr. Elliott the day previously at St. Louis in regard to expenses for information, and it asks that Mr. Elliott send to the writer $21.40 as promptly as possible; and states that $7.00 of this amount has been written about in the past, and that $4.40 is for information about certain shipments at Litchfield, and that $10.00 is for information up to date at East St. Louis.

(4) A letter dated February 22, 1900, signed by M. Maxon, manager, and written to James Holmes, treas., headed "Pass," in which the writer acknowledges the receipt of a letter of the 21st of May enclosing a Wabash pass for Mr. H. E. Harries.

(5) A letter dated February 24, 1900, written by M. Maxon to Mr. W. C. Elliott, Cincinnati, Ohio, in which the writer asks Elliott to send him a draft for $14.00 for information in reference to receipts and shipments by a certain Wilson at Jacksonville, Illinois.

(6) A leter dated November 9, 1899, marked "Personal," signed by M. Maxon, manager, written to Mr. W. C. Elliott, Cincinnati, Ohio, and marked at the head "Distributions," in which the writer acknowledges the receipt of a letter of the 8th of November, 1899, in reference to distributions at Decatur and Springfield, and in which it is stated that "Our people at Springfield are unable to get information that is authentic on all shipments that the competitors make out from that point. They report to me quite a number of shipments, but it is just what they can see at the depots. Now, in reference to Decatur, I wish to frankly admit that I cannot make arrangements here to get this information. It might be that you could come in here and do so, being a stranger. There have been quite a number of changes in the railroad people and the freight houses in this city, and there are a great many more on the anxious seat."

(7) Also a letter dated May 4, 1898, marked "Personal," written by M. Maxon, manager, to Mr. W. C. Elliott, Cincinnati, headed "Southern shipments," in which letter the following language appears:

"We begin to get a little result, as far as the I. C. road is concerned, and prospects are that we will soon be in position with the M. & O."

(8) Also a letter dated May 4, 1898, marked "Personal," signed M. Maxon, manager, to Mr. L. H. James, agent, E. St. Louis, Ill., and headed "Southern shipments," in which the writer acknowledges a letter written to him by Mr. James on the 2d of May, which was in reply to one written Mr. James by Mr. Maxon on the 30th of April, all in the same year, which letter contains this sentence:

"Trust you will be successful on the M. & O. In writing in regard to these matters, always address me under personal cover, and oblige."

(9) Also a letter dated May 12, 1898, written by M. Maxon, manager, to Mr. W. C. Elliott, Cincinnati, headed "Meeting you." The letter refers to a telegram which Mr. Maxon says he found on his desk at midnight the night before, asking him to meet Mr. Elliott at St. Louis, and gives reasons why he cannot comply with that request.

(10) Also a letter dated May 12, 1898, written by M. Maxon, manager, to Mr. L. H. James, agent, E. St. Louis, marked "Personal," and headed "Outside shipments." The letter starts out as follows:

"Your favor of the 9th, giving me some outside shipments, is to hand and carefuly noted."

(11) A letter dated May 12, 1898, signed by M. Maxon, manager, written to Mr. W. C. Elliott, Cincinnati, marked "Personal," and headed "Outside shipments." The letter starts out as follows:

"The following are a few cars which passed through E. St. Louis from May 2d to 8th, going south over the I. C."

The last sentence of the letter reads:

"Several days ago I gave you some other cars passing through E. St. Louis, but have no acknowledgment of your getting the letter."

(12) Also a letter dated May 16, 1898, written by M. Maxon, manager, to Mr. L. H. James, agent, E. St. Louis, marked "Personal," and headed "Outside shipments." The first sentence of this letter is as follows:

"Your favor of the 14th, giving list of outside shipment passing through E. St. Louis, is to hand and noted."

(13) Also a letter dated May 16, 1898, signed by M. Maxon, manager, written to Mr. W. C. Elliott, Cincinnati, marked "Personal," headed "Outside shipments," giving shipments that passed through East St. Louis on May 15th, May 10th, and May 12th, and closing with this sentence:

"I wish you would please advise me if you received my letters giving other shipments of this kind passing through E. St. Louis."

(14) Also letter dated May 24, 1898, written by M. Maxon, manager, to Mr. W. C. Elliott, Cincinnati, marked "Personal," headed "Outside shipments," and in which the writer acknowledges the receipt of a letter from Mr. Elliott, written on the 23d of May, 1898; and in the letter Mr. Maxon says to Mr. Elliott:

"I will be ready to meet you Thursday, Friday, or Saturday, whatever day is most convenient for you, at St. Louis, and Mr. James will be there."

This letter gives the shipments of cars passing over various railroads, and concludes with this sentence:

"In addition, I am sending you copies of all other cars reported up to date."

(15) Letter dated June 1, 1898, written by M. Maxon to Mr. L. H. James, East St. Louis, Ill., in which the writer says:

"Enclosed find draft for $10.00, per conversation last Friday."

(16) Letter dated February 6, 1899, signed M. Maxon, mgr., directed to Mr. W. C. Elliott, Cincinnati, Ohio, in which Mr. Maxon says he received that morning a list of shipments made by one Wilson from Jacksonville, Ills., and in which he states amounts that he has paid out for information covering a certain period of time, and asks whether a check will be sent to him for that amount or whether it shall be handled in some other way.

(17) Also a letter dated December 19, 1899, signed M. Maxon, manager, directed to Mr. W. C. Elliott, Cincinnati, marked "Personal," headed "Shipments via Wabash," and in which the writer acknowledges receipt of a letter from Mr. Elliott dated the 18th of December.

(18) Also a letter dated December 19, 1899, signed M. Maxon, manager, directed to Mr. W. R. Palmer, agent, Springfield, Ills., marked "Personal," and headed "Shipments via Wabash," in which Mr. Maxon gives the number of a Wabash car which passed through Decatur and was consigned to Springfield, which car contained barreled oil.

(19) Also a letter dated December 23, 1899, signed M. Maxon, manager, written to Mr. W. R. Palmer, agent, Springfield, headed "Shipments via Wabash."

(20) Also a letter dated December 23, 1899, written by M. Maxon, manager, to Mr. W. C. Elliott, Cincinnati, headed "Shipments via Wabash," in which letter the writer refers to a letter written by Mr. Elliott on the 18th of December in the same year.

(21) Also a letter dated December 26, 1899, signed by M. Maxon, manager, to Mr. W. C. Elliott, Cincinnati, marked "Personal," and headed "Shipments to Springfield," in which Mr. Maxon refers to Mr. Elliott's favor of the 22nd of the same month.

(22) Also a letter dated December 29, 1899, signed M. Maxon, manager, written to Mr. W. C. Elliott, Cincinnati, marked "Per-

sonal," headed "Shipments to Springfield," in which Wabash car number 10646 and L. S. car number 7705 are mentioned.

(23) Also a letter dated December 30, 1899, signed M. Maxon, manager, directed to Mr. W. C. Elliott, Cincinnati, marked "Personal," and headed "B. T. 209 at Jacksonville," in which the writer says that he was at Jacksonville on the day before, and speaks of Bay Terminal tank car number 209 as having been received by T. E. Wilson on the 26th or 27th of the same month.

(24) Also a letter dated January 5, 1900, signed M. Maxon, manager, directed to Mr. W. C. Elliott, Cincinnati, marked "Personal," in which the writer mentions an account of $14.76.

(25) Also a letter dated March 7, 1900, signed by M. Maxon, directed to Mr. E. B. Stanley, G. M., Cincinnati, Ohio, in which the to the M. O. Co. at Springfield, and in which Mr. F. H. Solle is mentioned.

(26) Also a letter dated March 10, 1900, signed M. Maxon, directed to Mr. E. B. Stanley, Cincinnati, Ohio, in which the M. O. Co. is mentioned.

(27) Also a letter dated March 20, 1900, signed by M. Maxon, directed to Mr. E. B. Stanley, G. M., Cincinnati, Ohio, in which the Merchants Oil Co. of Decatur is mentioned; and the letter pertains to sales of oil and gasoline by that company.

(28) Also a letter signed M. Maxon, directed to Mr. E. B. Stanley, Cincinnati, Ohio, enclosing memorandums amounting to $18.00 and asking that a check be sent to him. Also the memorandums referred to, enclosed therewith, two of the same reading as follows:

"DECATUR, ILLS., *July 31, 1900.*

"Eight and 00/100 ..... 8.00

For information of the M. O. Co. tank wagon sales, July, 1900."

"DECATUR, ILLS., *July 31, 1900.*

"Five and 00/100 ..... 5.00

Information about M. O. Co. business at Springfield, Ills., July, 1900."

(29) Also a letter dated August 31, 1898, written by M. Maxon to Mr. W. C. Elliott, Cincinnati, Ohio, in which he asks Elliott to send him a draft for $6.00 for information, and speaks of Charleston and Jacksonville, in which he says:

"The charge at Charleston is high, but the best that could be done, as there was only one source to get it, and $1.00 was his price."

(30) Also a letter dated August 31, 1898, signed by M. Maxon, directed to Mr. E. B. Stanley, Cincinnati, Ohio, in which the writer speaks about his having settled commissions.

(31) Also a letter dated August 31, 1900, signed M. Maxon, directed to Mr. E. B. Stanley, G. M., Cincinnati, Ohio, enclosing a statement of extra expenses for August, 1900, and asking that a draft for the amount be sent. Also the statement enclosed therewith, reading as follows, to wit:

AUGUST 31 1900.

Fifteen and 00/100	$15.00
Information M. O. Co. T. W. business, Decatur	$8.00
" " Bbl. shipments, "	2.00
" " T. W. business, Springfield	5.00
Total	15.00

(32) Also a letter written by M. Maxon, manager, in about November, 1898, to Mr. E. B. Stanley, Cincinnati, Ohio, which says: "I have settled for Nov. commissions on lub. oils @ 9.00, so please have check sent me for the amount, and oblige."

(33) Also a letter dated Nov. 26, 1898, signed by M. Maxon, written to Mr. W. C. Elliott, Cincinnati, Ohio, in which he speaks of having paid out $5.52 for information.

(34) Also a letter dated Dec. 14th, 1898, signed by M. Maxon, written to Mr. W. C. Elliott, Cincinnati, Ohio, in which he says he has paid out money for information of receipts and shipments of outside oils at Jacksonville.

(35) Also a letter dated Dec. 31st, 1898, by M. Maxon to Mr. W. C. Elliott, Cincinnati, Ohio, in which he speaks of paying out money for information at Jacksonville, Ills.

(36) Also a letter dated Dec. 31st, 1898, by M. Maxon to Mr. E. B. Stanley, Cincinnati, Ohio, in which he speaks of settling with Mr. Trann, and asks to be reimbursed.

(37) Also a letter dated January 9, 1899, signed by M. Maxon, written to Mr. W. C. Elliott, Cincinnati, Ohio, in which he speaks of paying for information in December concerning shipments of oil and asks to have a check sent to him for the amount.

(38) Also a letter dated November 10, 1899, signed by M. Maxon, written to "Mr. C. T. Collins, G. M., Cincinnati, Ohio," headed "Paragon Oil Co.," in which he speaks of the Paragon Oil Company.

And hereof fail not, under penalty of law.

WITNESS, the HONORABLE MELVILLE W. FULLER, Chief Justice of the United States, at the Borough of Manhattan in the city of New York, State of New York, this 10th day of September, A. D. 1908.

JOHN A. SHIELDS, *Clerk.*

On the back of this subpoena duces tecum appears the following:

ORIGINAL.

Form No. 302.

I hereby certify, that on the 10 day of September, 1908, at the city of New York, in my district, I personally served the within subpoena duces tecum upon the within-named Crittenden T. Collings, individually, and as second vice-pres. of the Standard Oil Co. of Kentucky, by exhibiting to him at the custom-house, N. Y. City, the within original, and at the same time leaving with him a copy thereof.

WM. HENKEL,
United States Marshal,
Southern District of New York.

Dated New York, Sept. 10, 1908.
(J. G.)

7–604.
12382.

PETITIONER'S EXHIBIT 919.

Atlanta, Georgia, tabulated prices.

1897.

January 5th	8.00

1898.

January 1st	8.00
March 3rd	9.00
May 2nd	9.00
October 6th	9.50

Records show no further change of price in 1898.

Billing price changed from 3.00 to 4.00 in 1898. If foregoing prices for 1908 are correct, the same are, therefore, in accordance with changes of billing price and are to be designated as a general advance. If the price advanced to 11c. after October 6th, the same was local advance.

PETITIONER'S EXHIBIT 920.

[Confirmation of telegram.]

BALTIMORE, MD., *January 23, 1903.*

Mr. W. R. BARKSDALE,
Wilmington, N. C.

If you can stop car going to Lincolnton, I authorize rebate to Love of ¾c. per gallon. Advise.

J. F. BUKEY.

12.10 p. m.
JPM.

The above is a copy of my telegram to you of this date, which is hereby confirmed.

PETITIONER'S EXHIBIT 921.

STANDARD OIL COMPANY,

CLEVELAND, OHIO.

APRIL 8th, 1898. W.

Cleveland Station.
J. W. Hoag.

Mr. S. K. BRUSMAN,
Massillon, O.

DEAR SIR: We have a feeling that our agents are not making as full reports as they should of competitive oil going into their town, or into towns in their care. We call your attention to this, with the idea that you will try and do better in the future and make your reports more complete and full.

In this connection let me say, that from now on, we wish you to pay particular attention to receipts of competitive gasoline, and keep us fully advised and where the receipts are excessive. Besides making report weekly, call my attention to it by letter.

Yours truly,

J. W. HOAG, *Manager.*

(Stamp.)

Exhibit F.
F. J. P.
Report No. 18.

PETITIONER'S EXHIBIT 922.

All Tickets must be accounted for—Spoiled tickets and duplicates must be returned with daily report. Deliver yellow ticket to customer—Return white ticket with daily F. W. report.

Always get purchaser's receipt for goods delivered, and sign your name IN FULL for money received. Money received for cash sales MUST be remitted with cash report on day sale is made.

LORAIN, O., *8/19, 1904.*

No. 156.

M *F. P. Bins, bought of Standard Oil Company.*

Use Mica Axle Grease.

Terms cash.

PAY DRIVER.

To avoid mistakes, see that you receive the quantity you pay for, and that duplicate ticket corresponds.

KEEP THIS RECEIPT ON FILE.

Gasoline not sold for illuminating purposes in houses.

TANK WAGON DELIVERY.

				Dollars.	Cents.
....	gallons....	White oil	@	.....	
20	gallons	Albaine oil	@ 9½	1.	90
....	gallons	Eocene oil	@	.....	
80	gallons	D. S. gasoline.....	@ 11	8.	80
....	gallons	.....	@	.....	
				10.	70

Goods received.
F. P. BINS,
F. A. Purchaser.

Received payment,
STANDARD OIL COMPANY,
By MILL, *Driver.*

Form 08. 14883.

PETITIONER'S EXHIBIT 923.

All Tickets must be accounted for—Spoiled tickets and duplicates must be returned with daily report. Deliver yellow ticket to customer. Return white ticket with daily T. W. report.

Always get purchaser's receipt for goods delivered, and sign your name IN FULL for money received. Money received for cash sales MUST be remitted with cash report on day sale is made.

LORAIN, O., *7/16, 1904.*

No. 13741.

M *F. P. Bins, bought of Standard Oil Company.*

Terms cash. Use Mica Axle Grease.

PAY DRIVER.

To avoid mistakes, see that you receive the quantity you pay for, and that duplicate ticket corresponds.

KEEP THIS RECEIPT ON FILE.

Gasoline not sold for illuminating purposes in houses.

TANK WAGON DELIVERY.

				Dollars.	Cents.
.... gallons	.... White oil	@			
20 gallons	Albaine oil	@	9½	1.	90
.... gallons	Eocene oil	@			
25 gallons	D. S. gasoline	@	11	2.	75
.... gallons	————	@			
				4.	65

Goods received.

F. P. BINS.

Received payment,

STANDARD OIL COMPANY,

By MILL, *Driver.*

Form 08. 13495.

PETITIONER'S EXHIBIT 924.

All tickets must be accounted for. Spoiled tickets and duplicates must be returned with daily report. Deliver yellow ticket to customer. Return white ticket with daily T. W. report.

Always get purchaser's receipt for goods delivered, and sign your name IN FULL for money received. Money received for cash sales MUST be remitted with cash report on day sale is made.

LORAIN, O., 6/14, 1904.

No. 24858.

M *F. P. Bins bought of Standard Oil Company.*

Use Mica Axle Grease.

Terms cash.

PAY DRIVER.

To avoid mistakes, see that you receive the quantity you pay for and that duplicate ticket corresponds.

KEEP THIS RECEIPT ON FILE.

Gasoline not sold for illuminating purposes in houses.

TANK WAGON DELIVERY.

			Dollars.	Cents.
.... gallons White oil	@			
70 gallons Albaine oil	@ 9½		6.	65
.... gallons Eocene oil	@			
100 gallons D. S. gasoline	@11		11.	00
.... gallons	@			
			17.	65

Goods received,

F. P. Bins,
Purchaser.

Received payment,
STANDARD OIL COMPANY,
By MILL, *Driver.*

Form 08. 13495.

PETITIONER'S EXHIBIT 925.

Duplicate must be returned with daily report.

Always get purchaser's receipt for goods delivered, and sign your name in FULL for money received.

SEPT. 15, 1904.

M *F. P. Bins, bought of Columbia Refining Co.*

Terms Cash. C 9105

		Dollars.	Cents.
.... gallons White Rose oil	@		
50 gallons Water White oil	@ 9½	4.	75
.... gallons Snow Flake oil	@		
30 gallons	@ 10	3.	00
.... gallons D. S. gasoline	@		
		7.	75

Goods Received,

.....,
Purchaser.

Received payment,
COLUMBIA REFINING CO.,
By HARRY POTTER.

PETITIONER'S EXHIBIT 926.

AFFIDAVIT OF S. K. BRUSMAN, OF CLEVELAND, OHIO.

STATE OF OHIO, } ss.
County of Cuyahoga.

S. K. Brusman, of Cleveland, Ohio, on being duly sworn, deposes and says that he was formerly in the employ of the Standard Oil Co. as agent at Massillon, Ohio, and later was employed by it in other capacities. That Messrs. C. G. Taplin, S. T. Curtis, and John Sencabaugh, hereinafter mentioned, are all personally known to him as employees of the Standard Oil Company, and that they hold the following official positions: C. G. Taplin as manager refined oil department, S. T. Curtis as manager of the Cleveland station, and John Sencabaugh as superintendent of the Cleveland tank-wagon department.

He further says that he was riding on a Euclid avenue car on the afternoon of January 23rd, 1905, when the said Taplin, Curtis, and Sencabaugh boarded the car at Collamore and took the seat immediately behind him. That he was well known to them, but they did not appear to see him and therefore talked among themselves so he could overhear their conversation.

That they were discussing the loss of gallonage by the Standard Oil Co., and Mr. Taplin asked Mr. Sencabaugh "How do you account for the loss in gallonage?" Mr. Sencabaugh replied that natural gas had much to do with it, thereupon Mr. Taplin asked, "But why does not this affect the other fellow?" Mr. Sencabaugh replied that the Columbia Refining Co. had several wagons in that territory and the "Hawkins wagon had just been put on." Mr. Curtis then suggested the putting on of another wagon to go specially to the trade of the Columbia Refining Co. and not to interfere with the trade of the Standard Oil Co., and finally ordered Mr. Sencabaugh to do this and to "put on one of his best men." They then talked of the quality of the oil to be supplied, and it was agreed to put on "Diamond White," calling it "Special Oil," and offer it at one cent below the market price, namely six cents (6¢) per gallon. After further discussion and instructions to Mr. Sencabaugh to be careful to visit only the trade of the Columbia Refining Co. the conversation on this subject ended.

Mr. Brusman further deposes and says that within a few days thereafter, as he was soliciting and visiting trade, he saw the special wagon referred to and saw the driver go to the customers of the Columbia Refining Co.; that this special wagon was additional to the regular wagons of the Standard Oil Co. covering that territory and went exclusively to the trade of the Columbia Refining Co. to the best of his knowledge and belief.

Mr. Brusman further says that he talked with many of the consumers who had been visited by the "Special" wagon and from them learned that this "Special" oil was offered at 6c. per gallon; that Mr. M. Polster, grocer, of 1076 St. Clair st., told him that he had been offered this "Special" oil at 6c. per gallon and told that it was one cent less than was charged to other people. They wanted to get his trade away from the Columbia Refining Co.; that Mr. Polster told

him he refused on the ground that he wanted to encourage independent competition.

Mr. Brusman further says that he was in the employ of the Columbia Refining Co., at the time the above conversations took place and made written notes of them as soon as he reached his home; that this affidavit is based on those notes and his recollection. He further states that he resigned his position with the Standard Oil Co. of his own free will to accept a better one with the Columbia Refining Co.; that there were no charges against him when he resigned or anything of any kind reflecting on his character.

S. K. BRUSMAN.

Sworn to by said S. K. Brusman before me and by him subscribed in my presence this 8 day of June, A. D. 1905.

J. J. LANE,
Notary Public.

Notarial Seal,
Cuyahoga County,
Ohio.

PETITIONER'S EXHIBIT 927.

40 refiners sell in Ohio; 15 of them maintain tank stations; 32 such tank stations in all. List of refiners who compete with us in Ohio is as follows:

National Refining Co	Marietta, O.
Sterling Oil Co	" "
Emery Mfg. Co	E. Bradford, Pa.
Penna. Lub. Oil Co.	Bradford, Pa.
Continental Ref. Co	Oil City, Pa.
Penn. Ref. Co	" " "
Independent Ref. Co	" " "
Germania Ref. Co.	Rouseville, Pa.
Crystal Oil Works.	McClintocksville, Pa.
Empire Oil Works.	Reno, Pa.
Emlenton Ref. Co.	Emlenton, Pa.
Penna. Ref. Co	Carns City, Pa.
Warren Ref. Co	Warren, Pa.
Conewango Ref. Co	" "
Cornplanter Ref. Co	E. Warren, Pa.
Crew Levick Co	" " "
Seneca Oil Works	" " "
Wilburine Oil Works	" " "
Superior Oil Works.	" " "
Tiona Ref. Co	Clarendon, Pa.
Fidelity Oil Works.	" "
Titusville Oil Works	Titusville, Pa.
Gulf Ref. Co	Marcus Hook, Pa.
American Oil Works	Titusville, Pa.
Penn. Pffe. Works.	" "
Miller Oil Co	Pittsburg, Pa.
Waverly Oil Works.	" "
Freedom Oil Works.	Freedom, Pa.
West Pttsbg. Oil Ref. Co	Neville Island, Pa.
Island Ref. Co	" " "
Beaver Ref. Co	Washington, Pa.
Pittsburgh Ref. Co.	Coraopolis, Pa.
Canfield Oil Co	" "
Lake Carriers' Oil Co	" "
Valvoline Ref	Butler, Pa.
Paragon Ref. Co	Toledo, O.
Sun Oil Co	" "
Craig Oil Co	" "
National Ref. Co	Findlay, O.
Lodi Ref. Co	Lodi, O.
Wyandot Ref. Co.	Crawford, O.
National Ref. Co	Cleveland, O.
Gulf Ref. Co	Port Arthur, Tex.
Indian Ref. Co	Georgetown, Ky.

In addition, there are about 50 oil jobbers in Ohio soliciting retail trade; 10 of them also have tank stations; 15 stations in all.

PETITIONER'S EXHIBIT 928.

[848

C. H. S. 9-29-05—1M.

Form 623.

NEW YORK CENTRAL & HUDSON RIVER R. R. Co.

NEW YORK DIVISION.

RATE ORDER No. W. L.-848.
(This number must be entered on way-bill.)

NEW YORK, *September 29th, 1905.*

(Effective October 2nd.)

Freight Agents, Buffalo and East Buffalo:
Charge the following rates account of

SHIPPERS.

Petroleum and petroleum products, carloads:
—to—
NORWOOD, N. Y. 12c per 100 lbs.

(Stamp.)

Rate entered.

Expires December 31, 1905, unless sooner revoked. E. H. CROLY, *Div. Frt. Agt.*

PREPAYMENT.

Special rates in favor of consignees shall not be applied where charges are prepaid by shippers.

MINIMUM CHARGE.

If no minimum charge is specified above, the minimum charge will be in accordance with the current class rate tariff and official classification.

NOT TO BE POSTED.

IHH 3 agents FLW 3473 (WSK 93071).

Written across the face of this tariff, in pencil, is the following:
"Expired 12/31/05."
Also: "Out 12/31/05."
Also: "Tariff A 4363."

PETITIONER'S EXHIBIT 929.

300

I. C. C. No. 60 cancels I. C. C. No. 9.

THE MISSOURI PACIFIC RAILWAY (ST. L., I. M. & S. RY.)
THE LOUISVILLE & NASHVILLE RAILROAD.
THE MOBILE & OHIO RAILROAD.
THE ILLINOIS CENTRAL RAILROAD.

JOINT FREIGHT TARIFF No. 16–A.
(Cancels Joint Freight Tariff No. 16.)
Applying on
CLASSES AND COMMODITIES
from
ST. LOUIS and CARONDELET, MO., EAST ST. LOUIS, VENICE, MADISON, GRANITE CITY, EAST CARONDELET and BELLEVILLE, ILL.
And Other Points as Provided on Page 21,
to
STATIONS IN LOUISIANA
on
THE SOUTHERN PACIFIC COMPANY—ATLANTIC SYSTEM,
THE TECHE RAILROAD,
THE IBERIA & VERMILLION RAILWAY,
BAYOU VERMILLION LANDINGS,
EMILE DAIGLE'S FREIGHT LINE,
BAYOU LAFOURCHE LANDINGS.

For Routing See Division Sheets.

Governed by Current Western Classification Except as Provided in Tariff and Supplements.

Effective June 3rd, 1898.

C. B. COMPTON,
General Freight Agent, Louisville & Nashville R. R., Louisville, Ky.

W. C. STITH,
General Freight Agent, Missouri Pacific Railway, St. Louis, Mo.

GEO. E. LARY,
Ass't General Freight Agent, Illinois Central R. R., St. Louis, Mo.

J. T. POE,
General Freight Agent, Mobile & Ohio Railroad, St. Louis, Mo.

W. E. KEEPERS,
General Freight Agent, Illinois Central Railroad, Chicago, Ill.

For Further Information Apply to

J. N. CHANDLER,
General Agent, Louisville & Nashville R. R., St. Louis, Mo.

D. SHELBY,
Commercial Agent, Illinois Central R. R., St. Louis, Mo.

C. McD. ADAMS,
Commercial Agent, Missouri Pacific Ry., St. Louis, Mo.

F. W. BIRCHETT,
General Agent, Mobile & Ohio R. R., St. Louis, Mo.

Compiled by S. Frink, St. Louis, Mo.

To I. C. C. May 28th, 1898.

Upon the face of this tariff appear the following rubber stamps:

Cancelled by I C C 80
Effective July 1 '99

Auditor's Office
Received
May 31 1898
24749
Interstate
Commerce
Commission

PETITIONER'S EXHIBIT 929.—(SHEET 2.)

| Index No. | From St. Louis, Mo., East St. Louis, Ills., and common points to— | Per 100 lbs. | | | | Per barrel. | Rates in cents per 100 pounds. | | | |

To make rates from Chicago, Milwaukee, and common points, add following differentials.	6	6	6	6	18	6	6	6	7	10	7	6	6	6	6	6	6	6	6

[a] No agent. Freight must be prepaid.
[b] Governed by current Western classification with exceptions as provided for Texas traffic.

RATES ON PETROLEUM OIL, CARLOADS.

From St. Louis, Mo., East St. Louis, Ills., and common points to—		Rates per 100 lbs.	From St. Louis, Mo., East St. Louis, Ills., and common points to—		Rates per 100 lbs.
Schriever	La.	36	Lafayette	La.	40
Morgan City	"	36	St. Martinsville	"	40
Franklin	"	38	Opelousas	"	40
Jeannerette	"	38	Crowley	"	40
New Iberia	"	38			

PETITIONER'S EXHIBIT 930-A.

WSH-R

11/60

MAY 12th, 1904.

Mr. W. B. HAMBLIN, A. G. F. A.,
Chicago, Burlington & Quincy R. R.,
Chicago, Illinois.

DEAR SIR: I have copy of Amendment No. 3-1/2 to C., B. & Q. I. C. C. No. 4721 (G. F. O. No. 8295) effective May 1st, 1904, which I observe makes reference to Iowa Central Ry., I. C. C. No. 2550 and St. Louis & San Francisco R. R., I. C. C. No. 2470. Iowa Central Railway has issued only 1660 I. C. C. numbers and the St. Louis & San Francisco R. R. I. C. C. No. 2470 is a circus tariff applying to points in Arkansas and southwestern points. It is therefore evident that your amendment refers to the above I. C. C. numbers in error. Please give me the correct references.

Yours truly,

Auditor.

PETITIONER'S EXHIBIT 930-B.

Subject No. 11/60

BURLINGTON ROUTE.

(2806)

CHICAGO, BURLINGTON & QUINCY RAILROAD.

CHICAGO, BURLINGTON & QUINCY RAILWAY COMPANY, LESSEE.

GENERAL FREIGHT DEPARTMENT.
209 Adams Street, Chicago.

THOMAS MILLER,
Freight Traffic Manager.
W. B. HAMBLIN,
Ass't Gen'l Freight Agent.
E. R. PUFFER,
Ass't Gen'l Freight Agent.
GEO. H. CROSBY,
Ass't Freight Traffic Manager.
GEORGE MORTON,
Ass't Gen'l Freight Agent.
C. E. SPENS,
Ass't Gen'l Freight Agent.

CHICAGO, *May 16th, 1904.*

Mr. J. M. SMITH,
Aud., Interstate Commerce Com.,
Washington, D. C.

AMENDMENT TO I. C. C. NO. 4721.

In reply please refer to File O.

DEAR SIR: Referring to yours of the 12th, File WSH-R, I attach corrected copy and have to say the error in this Ia. Cent. number occurred from our having used the tariff number instead of their I. C. C. number and the Frisco number should be 2970 instead of 2470.

Yours truly,

W. B. HAMBLIN.

PETITIONER'S EXHIBIT 930–C.

11/289

WSH

DECEMBER 30th, 1903.

Mr. THOMAS MILLER, F. T. M.,
Chicago, Burlington & Quincy R. R.,
Chicago, Ills.

DEAR SIR: GFO 14726, I. C. C. 4721 should be reissued or amended to make proper reference to schedules on file with the Commission showing rates from Chicago to points named therein.

Yours truly,

_____
Auditor.

PETITIONER'S EXHIBIT 930-D.

Subject No. 11/280

(2806.)

CHICAGO, BURLINGTON & QUINCY RAILROAD.

CHICAGO, BURLINGTON & QUINCY RAILWAY COMPANY, LESSEE.

GENERAL FREIGHT DEPARTMENT.
209 Adams Street, Chicago.

THOMAS MILLER,
Freight Traffic Manager.
W. B. HAMBLIN,
Ass't Gen'l Freight Agent.
E. R. PUFFER,
Ass't Gen'l Freight Agent.

GEO. H. CROSBY,
Asst. Freight Traffic Manager.
GEORGE MORTON,
Asst. General Freight Agent.
C. E. SPENS,
Ass't General Freight Agent.

CHICAGO, *Jan. 4th, 1904.*

Mr. J. M. SMITH,
Aud. Interstate Commerce Com.,
Washington, D. C.

I. C. C. NO. 4721.

In reply please refer to File O.

DEAR SIR: Referring to yours of the 30th, File WSH, regarding our I. C. C. No. 4721, G. F. O. No. 14726.

Will call your attention first to the fact that this tariff is reissued in the same form as it has stood for a number of years. Also that with a few exceptions, specified, Chicago rates are named to a definite territory. You understand of course that there are a great many tariffs applying from Chicago to this territory and these are frequently changed or reissued. As a matter of record, therefore, the statement that all tariffs applying from Chicago will apply on this business is much clearer and more easily applied by agents and all others using same than if we were to attempt to give a list which would soon contain a great many issues superseded so that the current tariff would have to be traced back through a chain to the original as mentioned in this issue. As we look at it, it is as easy to ascertain in this tariff a rate from these points as from Chicago itself. We are not required to furnish lists of all issues applying from Chicago or any other station. In looking up a rate from Chicago it is necessary to go through the current tariffs.

Our issue in this case therefore puts these additional stations in exactly the same position as Chicago in the matter of locating a rate, and in reality makes it much easier to ascertain a current rate than if the tariffs were named by number.

Yours truly,

W. B. HAMBLIN.

PETITIONER'S EXHIBIT 930-E.

11/289

AUDITOR'S OFFICE,
February 4, 1904.

Mr. W. B. HAMBLIN, A. G. F. A.,
Chicago, Burlington & Quincy R. R.,
Chicago, Ill.

DEAR SIR: You letter of January 4th (File O) in reply to mine of December 30th regarding G. F. O. No. 14726, I. C. C. No. 4721:

The law requires that carriers shall print schedules showing the rates established. I. C. C. No. 4721 does not meet this requirement of the law. It however states that current Chicago rates will apply subject to the minima provided without specifying the particular tariffs in which the rates may be found. It is true no doubt that if the commission desired to ascertain the current rates from Chicago it could do so by examination of its tariff files, but as I. C. C. No. 4721 does not specifically refer to any tariff by number in which the rates to be used are to be found, doubt would always arise as to the particular tariff to be used, as, for example, the failure of your company, through oversight or otherwise, to file at the proper time some tariff or supplement of the existence of which the commission would not be aware.

In keeping proper record of rates published and filed great importance is attached to the "I. C. C." numbers on tariffs and to the rule requiring that supplements or amendments shall bear consecutive supplement or amendment numbers, as by their numbers tariffs or supplements are readily identified. The objection you make to showing reference on I. C. C. No. 4721 to the I. C. C. numbers of the tariffs to be used in connection therewith is easily overcome by including in such reference the words "or subsequent issues thereof." These words make the subsequent issues as much a part of I. C. C. No. 4721 as the tariff referred to by its I. C. C. number, and this is the plan followed by the Chicago, Rock Island & Pacific Railway when publishing its G. F. O. No. 7949-E, I. C. C. No. C-5059, effective January 5, 1904, to which you are respectfully referred. Even this method is one of questionable legality, for the commission has said:

"The only satisfactory method of publishing rates is to definitely state the charges fixed between points clearly specified, without burdening and confusing the public with the need of making involved calculations, or with scrutinizing a series of supplements to determine whether a particular rate has been changed since the original tariff was issued."

Referring to your statement that the schedule in question is reissued in the same form as it has stood for a number of years, I beg to call your attention to my letter of May 23rd, 1903, requesting reissue of G. F. O. 4457, I. C. C. 2965, now canceled by I. C. C. 4721.

Respectfully yours,

Auditor.

PETITIONER'S EXHIBIT 930–F.

Subject No. 11/289

(2806.)

CHICAGO, BURLINGTON & QUINCY RAILROAD,

CHICAGO, BURLINGTON & QUINCY RAILWAY COMPANY, LESSEE.

GENERAL FREIGHT DEPARTMENT.
209 Adams street, Chicago.

THOMAS MILLER,
Freight Traffic Manager.
W. B. HAMBLIN,
Ass't Gen'l Freight Agent.
E. R. PUFFER,
Ass't Gen'l Freight Agent.
GEO. H. CROSBY,
Ass't Freight Traffic Manager.
GEORGE MORTON,
Ass't Gen'l Freight Agent.
C. E. SPENS,
Ass't Gen'l Freight Agent.

CHICAGO, *Febr. 10th, 1904.*

Mr. J. M. SMITH,
Aud., Interstate Commerce Com.,
Washington, D. C.

REFERENCE ON TARIFFS.

In reply please refer to File O.

DEAR SIR: I have yours of the 4th, in answer to mine of Jan. 4th, regarding our I. C. C. No. 4721, G. F. O. No. 14726.

I will refer you to Star Union Line I. C. C. No. 7, Erie Despatch I. C. C. No. 2, B. & O. I. C. C. No. 3853, and Mich. Cent. I. C. C. No. 1270. These are merely examples of a large number of issues which are made by the various lines in the form given and have been so made for a long series of years, and we do not understand why if other lines are permitted to make issues of this kind without reference to any tariff whatever, we should not have the same privilege where, as in these cases, it simplifies the record.

Yours truly,

W. B. HAMBLIN.

PETITIONER'S EXHIBIT 930–G.

11/289

AUDITOR'S OFFICE,
February 16, 1904.

Mr. W. B. HAMBLIN, A. G. F. A.,
Chicago, Burlington & Quincy R. R., Chicago, Ill.

DEAR SIR: Your letter of February 10th (File O) in reply to mine of the 4th relative to G. F. O. 14726, I. C. C. 4721, and tariffs intended to be used in connection therewith:

The question of the legality or illegality of the Fast Freight Line and East-Bound Guide Books to which you refer has not been passed upon by the Commission, but while these books do not themselves refer to tariffs in connection with which they are used, it is necessary for carriers publishing tariffs intended to be used in connection with the Guide Books to make specific reference on such tariffs to the I. C. C. numbers of the particular books intended to be used in connection therewith. By such reference the tariffs and the books are closely connected, and by consulting the two it is possible for the Commission to determine through rates from western points to eastern seaboard interior points, without imposing upon the western carrier the burden of printing in each tariff the thousands of points of destination to which his tariff can be made to apply by simple reference to the I. C. C. numbers of the East-Bound Guide Books. Unless such reference is made the Commission can not assume that the tariff applies to points other than those specifically named in the tariff.

Your tariffs naming rates to and from Chicago, it is presumed, do not show that they apply the Chicago rates to and from points named in your I. C. C. No. 4721. Hence (as I. C. C. 4721 is the later issue) by showing thereon reference to the I. C. C. numbers of the tariffs affected applying to and from Chicago it is possible for this office to stamp all of such tariffs "Amended by I. C. C. 4721," thus connecting all of the issues with the latter schedule. Even if we could locate all of the Chicago tariffs we could not stamp them as above without specific authority to be given by I. C. C. 4721 itself.

As you say, some of your competitors have published schedules similar to your I. C. C. No. 4721, but I am pleased to say that after correspondence with them the schedules have been corrected in line with the suggestions from this office. See Chicago, Rock Island & Pacific Railway G. F. O. No. 7949–E, I. C. C. No. C–5059 (mentioned in my previous letter), also Chicago, Milwaukee & St. Paul Railway G. F. D. No. 39884, I. C. C. No. A–6102 and Supplement 4 thereto. If you will publish supplement to your I. C. C. No. 4721 worded in same manner as Chicago, Milwaukee & St. Paul Railway Supplement 4 to I. C. C. No. A–6102, just referred to, it will satisfactorily dispose of this matter, as I. C. C. 4721 will then be directly connected with the tariffs applying in connection therewith. Said Supplement 4 reads as follows:

"Rates authorized in above described tariff will apply in connection with the following tariffs, supplements thereto, or subsequent issues thereof—

C. M. & St. P. I. C. C. Nos. A–38–435–" (the entire list embracing 63 tariffs).

Respectfully yours,

Auditor.

PETITIONER'S EXHIBIT 930–H.

11/289

APRIL 12th, 1904.

Mr. W. B. HAMBLIN,
A. G. F. A., Chicago, Burlington & Quincy R. R.,
Chicago, Ills.

DEAR SIR: I beg to call your attention to my letter of February 16th, 1904, relative to G. F. O. No. 14726, I. C. C. No. 4721.

Said tariff should be amended as requested in my letter of December 30th, 1903.

Yours truly,

Auditor.

R

Written in ink at the bottom of this letter is the following: "Supt. 3½, R No. 22971, 4/28/04, shows list of trfs. which have been amended.

Passed R. L. 4/29/04."

PETITIONER'S EXHIBIT 931–A.

11/65

AUGUST 15, 1901.

Mr. FRED A. WANN, G. F. A.,
Chicago & Alton Ry., Chicago, Ill.

DEAR SIR: Your I. C. C. No. 981, taking effect August 13, 1901, does not plainly show the rates to be charged as the law requires. I have to request, therefore, that the schedule be reissued as a supplement to the tariffs showing the rates, or that reference be at least made to the I. C. C. numbers of such tariffs, so that the Commission may have ready access to same.

Respectfully yours,

Auditor.

PETITIONER'S EXHIBIT 931-B.

Subject No. 11/65

THE CHICAGO & ALTON RAILWAY COMPANY,

TRAFFIC DEPARTMENT.

F. A. WANN,
General Freight Agent.

L. FAITHORN,
Asst. General Freight Agent.

CHICAGO, *Aug. 20, 1901.*

Refer to File No. Authy. 5703.

Mr. J. M. SMITH,
Auditor Interstate Commerce Commission,
Washington, D. C.

DEAR SIR: Replying to your favor of the 15th, reference 11/65. We have been issuing tariffs of this character for a number of years and this is the first instance in which we have been advised that it is necessary to give specific reference to tariffs in connection with which application sheet is intended to apply. Will you please advise if we are to understand that in future it will be necessary to show this information in similar tariffs?

In this connection, I would be pleased to have you send me copy of all laws governing the issuing and filing of tariffs.

Yours truly,

F. A. WANN,
B.

PETITIONER'S EXHIBIT 931-C.

11/65

SEPTEMBER 4, 1901.

Mr. F. A. WANN, G. F. A.,
Chicago & Alton Railroad, Chicago, Illinois.

DEAR SIR: Your letter of August 20th (Authy. 5703), in reply to mine of the 15th, relative to your I. C. C. 981:

The schedule in question (which you term an application sheet) is in fact an amendment to all tariffs affected, in that it increases the number of points between which the rates in said tariffs will apply. Copy thereof should, therefore, be attached to each of such tariffs, or, in lieu of that, I. C. C. 981 should give specific reference to the I. C. C. numbers of the tariffs affected thereby.

As requested, I send you under separate cover copies of various documents governing the issuing and filing of rate schedules.*

Yours truly,

_____,
Auditor.

(Written in ink on the original is the following:) *Mailed with letter of Sept. 4–01 Sub 22/2.

PETITIONER'S EXHIBIT 932-A.

W. 11/37

APRIL 10, 1903.

Mr. E. S. KEELEY, G. F. A.,
C., M. & St. P. Ry., Chicago, Ills.

DEAR SIR: Please reissue GFD. 39884, I. C. C. A-6102 in the form of a supplement to the tariff in which the rates may be found. If you object to publishing this schedule as a supplement, I have then to request that it be reissued to show the actual rates to be charged on the traffic between the points indicated.

Yours truly,

_____,
Auditor.

PETITIONER'S EXHIBIT 932-B.

11/37

Personal.] JUNE 17TH, 1903.

Mr. E. S. KEELEY,
G. F. A., Chicago, Milwaukee & St. Paul Ry.,
Chicago, Illinois.

DEAR SIR: Please see my letter of April 10th requesting you to reissue G. F. D. No. 39884, I. C. C. No. A-6102.

Up to the present time no reply has been received. Kindly give same your early attention, and oblige.

Yours truly,

_____,
Auditor.

PETITIONER'S EXHIBIT 932-C.

11/37

Personal.] AUGUST 20TH, 1903.

Mr. E. S. KEELEY,
G. F. A., Chicago, Milwaukee & St. Paul Ry.,
Chicago, Ills.

DEAR SIR: Referring to my personal letter of June 17th, relative to my letter of April 10th, in which request was made for reissue of G. F. D. No. 39884, I. C. C. No. A-6102. No reply has been received to said letters and tariff has not been corrected.

I, therefore, again beg to call your attention to the matter.

Yours truly,

_____,
Auditor.

PETITIONER'S EXHIBIT 932–D.

11–37

NOVEMBER 5TH, 1903.

Personal.]
Mr. J. H. HILAND, *3rd Vice President*
Chicago, Milwaukee & St. Paul Ry.,
Chicago, Ills.

DEAR SIR: I desire to call your attention to my letters of April 10th, June 17th, and August 20th, 1903, addressed to Mr. E. S. Keeley, G. F. A., of your company, regarding G. F. D. No. 39884, I. C. C. No. A–6102. No replies have been received to said letters, nor has the reissue requested been received up to the present time. Will you kindly give the matter your prompt attention, and oblige,

Yours truly,

_____,
Auditor.

PETITIONER'S EXHIBIT 932–E.

Subject No. 11/37.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO.

GENERAL FREIGHT DEPARTMENT.

E. S. KEELEY,
General Freight Agent.

CHICAGO, *November 10th, 1903.*

In reply, refer to No. —.

Mr. J. M. SMITH,
Auditor, Interstate Commerce Commission,
Washington, D. C.

DEAR SIR: Your letter of the 5th to Mr. Hiland in regard to a number of communications addressed to me with reference to furnishing data in connection with tariffs issued in connection with this company. I find there was a misunderstanding with regard to the information which should be shown on our individual issues when the same covered more than one tariff, and the practice of showing the I. C. C. numbers affected by the issuance of any of our application sheets was overlooked. The matter will be given immediate attention and your department furnished with the information required at once.

Yours truly,

E. S. KEELEY,
General Freight Agent.
B.

PETITIONER'S EXHIBIT 932–F.

11/37

Personal.]

JANUARY 13TH, 1904.

Mr. E. S. KEELEY,
G. F. A., Chicago, Milwaukee & St. Paul Ry.,
Chicago, Ills.

DEAR SIR: Referring to your letter dated November 10th, 1903: The schedule referred to therein has not up to this time reached this office. Kindly give the matter your prompt attention, and oblige.

Yours truly,

Auditor.
R.

PETITIONER'S EXHIBIT 932–G.

Subject No. 11/37.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO.

GENERAL FREIGHT DEPARTMENT.

E. S. KEELEY,
General Freight Agent.

CHICAGO, *January 18th, 1904.*

In reply, refer to No. GLW.

Mr. J. M. SMITH,
Auditor, Inter-State Commerce Commission,
Washington, D. C.

DEAR SIR: Referring to your favor of the 13th, file 11/37, regarding our letter of November 10th. As reference given therein is rather vague, won't you please furnish me with copy of same.

Yours truly,

E. S. KEELEY,
General Freight Agent.
W.

PETITIONER'S EXHIBIT 932–H.

11/37

Personal.]

JANUARY 22ND, 1904.

Mr. E. S. KEELEY, *G. F. A.,*
Chicago, Milwaukee & St. Paul Ry.,
Chicago, Ill.

DEAR SIR: I have your letter of January 18th, 1904 (GLW) in reply to mine of the 13th, and in reply beg to enclose herewith copy of my letter of April 10th, as well as copy of yours of November 10th, 1903. Kindly give the same your prompt attention.

Yours truly,

Auditor.

Enclosures

PETITIONER'S EXHIBIT 932–I.

Subject No. 11/37

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO.

GENERAL FREIGHT DEPARTMENT.

E. S. KEELEY,
General Freight Agent.

CHICAGO, *January 26th, 1904.*

In reply refer to No. —.

Mr. J. M. SMITH,
Auditor, Interstate Commerce Commission,
Washington, D. C.

DEAR SIR: I have your favor of the 22d, in regard to proper reference to be given on tariffs issued by this company. We have been endeavoring to adjust our issues in such a manner as to give the information you desire, and have proofs now in printer's hands, which I think will be satisfactory to you.

Will mail same to you within the next few days.

Yours truly,

E. S. KEELEY,
General Freight Agent.
P.

Written in ink at the bottom of this letter is the following:

Sup. 4, R No. 9009 1/28/04, complies with our request by referring to schedule showing rates.

OK R L 1/30/04

PETITIONER'S EXHIBIT 933.

Aty. 1492. I. C. C. No. A-834.

CENTRAL VERMONT RAILWAY COMPANY,

Tariff No. Y–9.

Between

CENTRAL VERMONT RAILWAY,

BOSTON & MAINE RAILROAD.

On

PETROLEUM OIL and its PRODUCTS, O. R. L. In wood, carloads, minimum 24,000 lbs. In tank cars, minimum, capacity of car.

From

NEW LONDON, CONN.,

to

BURLINGTON, VT.

Route: Via Windsor and Essex Junction, Vt.
Rate: 12 cents per 100 lbs.

Issued June 27th, 1899. Taking effect July 1st, 1899.

Issued by

JOHN PULLEN,
General Freight Agent,
Central Vermont Railway,
St. Albans, Vt.

The following officer of the above-named road will certify to the Interstate Commerce Commission his concurrence in the rate herein given.

M. T. DONOVAN,
General Freight Agent,
Boston & Maine Railroad,
Boston, Mass.

PETITIONER'S EXHIBIT 934.

Form 804. 4-20-05-50m. A. T. H.

BOSTON & MAINE RAILROAD.

ST. JOHNSBURY & LAKE CHAMPLAIN R. R. CO.

FREIGHT DEPARTMENT.

M. T. DONOVAN,
Freight Traffic Manager, B. & M. R. R.
General Freight Agent, St. J. & L. C. R. R.

BOSTON, *August 22, 1905.*

In replying quote file MTD–Sw.

Mr. HERBERT KNOX SMITH,
Acting Commissioner, Department of Commerce and Labor,
Bureau of Corporations, Washington, D. C.

DEAR SIR: Replying to your letter of August 17th. There are no oil refineries on the line of this railroad. Concentrating plants equipped for receiving petroleum and its products from tank vessels are located on our tracks at Portland, Me., and Beverly, Mass., and on the B. & A. R. R. tracks at East Boston, Mass., from all of which reshipment is made by rail.

Below is a list of our stations to which shipments of petroleum and its products are required to pay a local rate when received from connecting railroads, viz:

Agamenticus	Me.	Alfred	Me.
Allenstown	N. H.	Almont	Mass.
Alton	N. H.	Alton Bay	N. H.
Amesbury	Mass.	Amherst	N. H.
Andover	Mass.	Andover	N. H.
Antrim	N. H.	Arlington	Mass.
Arlington Heights	Mass.	Ashland	N. H.
Atkinson	N. H.	Auburn	N. H.
Ayer's Flats	P. Q.		
Ballardvale	Mass.	Barnet	Vt.
Barnstead	N. H.	Barrington	N. H.
Barton	Vt.	Barton Landing	Vt.
Bath	N. H.	Bedford	Mass.
Bedford	N. H.	Bell Rock	Mass.
Belmont	N. H.	Bennington	N. H.
Berlin	N. H.	Bethlehem Jct	N. H.
Beverly	Mass.	Beverly Farms	Mass.
Biddeford	Me.	Billerica	Mass.
Boscawen	N. H.	Boxford	Mass.
Bradbury	Me.	Bradford	Mass.
Bradford	N. H.	Bradford	Vt.
Bristol	N. H.	Buxton	Me.
Byfield	Mass.		
Cambridge Jct	Vt.	Campton Village	N. H.
Canaan	N. H.	Candia	N. H.
Canobie Lake	N. H.	Canterbury	N. H.
Capelton	P. Q.	Center Barnstead	N. H.
Centre Ossipee	N. H.	Chelsea	Mass.

Cherry Mountain	N. H.	Chesham	N. H.
Chichester	N. H.	Cliftondale	Mass.
Contoocook	N. H.	Conway	N. H.
Conway Jct	Me.	Coventry	Vt.
Cumberland Mills Jct	Me.	Concord	Vt.
Dalton	N. H.	Danbury	N. H.
Danvers	Mass.	Danversport	Mass.
Danville	Vt.	Deering Jct	Me.
Derby Line	Vt.	Derry	N. H.
Dover	N. H.	Durham	N. H.
East Andover	N. H.	East Barnet	Vt.
East Billerica	Mass.	East Candia	N. H.
East Concord	N. H.	East Concord	Vt.
East Fairfield	Vt.	East Hardwick	Vt.
East Harrisville	N. H.	East Haverhill	N. H.
East Highgate	Vt.	East Kingston	N. H.
East Lebanon	N. H.	East Lexington	Mass.
East Rochester	N. H.	East Saugus	Mass.
East St. Johnsbury	Vt.	East Swanton	Vt.
East Tilton	N. H.	East Wakefield	N. H.
East Waterboro	Me.	East Weare	N. H.
Eastwood	Me.	Edgeworth	Mass.
Eliot	Me.	Elmwood	N. H.
Ely	Vt.	Enfield	N. H.
Epping	N. H.	Epsom	N. H.
Essex	Mass.	Eustis	P. Q.
Exeter	N. H.		
Fabyans	N. H.	Fairfield	Vt.
Fairlee	Vt.	Farmington	N. H.
Faulkner	Mass.	Fells	Mass.
Fletcher	Vt.	Forge Village	Mass.
Franklin	N. H.	Franklin Park	Mass.
Freeport	Me.	Freemont	N. H.
Fryeburg	Me.		
Georgetown	Mass.	Glencliff	N. H.
Glenwood	Mass.	Gloucester	Mass.
Goffstown	N. H.	Gonic	N. H.
Gorham	Me.	Gorham	N. H.
Grafton	N. H.	Grafton Centre	N. H.
Graniteville	Mass.	Grasmere	N. H.
Greenfield	N. H.	Greenland	N. H.
Greenland Village	N. H.	Greensboro	Vt.
Groveland	Mass.	Groveton	N. H.
Haggett's Pond	Mass.	Hamilton & Wenham	Mass.
Hampshire Road	N. H.	Hampstead	N. H.
Hampton	N. H.	Hampton Falls	N. H.
Hancock	N. H.	Hardwick	Vt.
Harrisville	N. H.	Hathorne	Mass.
Haverhill	Mass.	Haverhill	N. H.
Hayes	N. H.	Hazens	N. H.
Hazens Jct	N. H.	Hedding	N. H.
Henniker	N. H.	Highgate	Vt.
Hill	N. H.	Hillsboro	N. H.
Howes	Mass.	Hubbards	N. H.
Hudson	N. H.	Hyde Park	Vt.
Intervale	N. H.	Intervale Jct	N. H.
Ipswich	Mass.		
Jefferson	N. H.	Johnson	Vt.
Kennebunk	Me.	Kennebunk Beach	Me.
Kennebunkport	Me.		

Laconia	N. H.	Lakeport	N. H.
Lancaster	N. H.	Lawrence	Mass.
Lebanon	N. H.	Lee	N. H.
Lennoxville	P. Q.	Lexington	Mass.
Linden	Mass.	Lisbon	N. H.
Lincoln	N. H.	Littleton	N. H.
Londonderry	N. H.	Lowell	Mass.
Lowell Jct	Mass.	Lunenburg	Vt.
Lyndon	Vt.	Lyndonville	Vt.
Lynn	Mass.	Lynn Common	Mass.
Lynnfield Centre	Mass.	Lynnfield Hotel	Mass.
McIndoes	Vt.	Machine Shop	Mass.
Madbury	N. H.	Madison	N. H.
Magnolia	Mass.	Malden	Mass.
Manchester	Mass.	Maplewood	Mass.
Maquam	Vt.	Marblehead	Mass.
Marlboro Village	N. H.	Massabesic	N. H.
Massawippi	P. Q.	Mast Yard	N. H.
Medford	Mass.	Melrose	Mass.
Meredith	N. H.	Merrimac	Mass.
Methuen	Mass.	Middleton	Mass.
Miles Pond	Vt.	Milton	N. H.
Morrisville	Vt.	Mt. Sunapee	N. H.
Mystic Wharf	Mass.		
New Boston	N. H.	Newbury	Mass.
Newbury	N. H.	Newbury	Vt.
Newburyport	Mass.	New Durham	N. H.
Newfields	N. H.	Newmarket	N. H.
Newport	N. H.	Newport	Vt.
Newton	N. H.	Newton Jct	N. H.
North Andover	Mass.	North Berwick	Me.
North Billerica	Mass.	North Boscawen	N. H.
No. Cambridge Jct	Mass.	North Chelmsford	Mass.
North Concord	N. H.	North Concord	Vt.
No. Conway	N. H.	Northfield	N. H.
North Hampton	N. H.	North Hatley	P. Q.
North Haverhill	N. H.	North Reading	Mass.
North Somerville	Mass.	North Thetford	Vt.
Northumberland	N. H.	North Wakefield	N. H.
North Weare	N. H.	North Wilmington	Mass.
North Woburn	Mass.	North Woodstock	N. H.
Norwich	Vt.		
Oak Grove	Mass.	Old Orchard	Me.
Ossipee	N. H.	Ossipee Valley	N. H.
Parkers	N. H.	Passumpsic	Vt.
Peabody	Mass.	Penacook	N. H.
Piermont	Vt.	Pikes	N. H.
Pine Point	Me.	Pittsfield	N. H.
Plaistow	N. H.	Plymouth	N. H.
Pompanoosuc	Vt.	Ponemah	N. H.
Portland	Me.	Portsmouth	N. H.
Potter Place	N. H.	Pow Wow River	N. H.
Raymond	N. H.	Reading	Mass.
Reformatory	Mass.	Revere	Mass.
Riverdale	N. H.	Robys Corner	N. H.
Rochester	N. H.	Rock Island	P. Q.
Rockport	Mass.	Rowley	Mass.
Rumney	N. H.	Ryegate	Vt.
Rockingham Jct	N. H.		

St. Johnsbury	Vt.	St. Johnsbury Centre	Vt.
Saco	Me.	Saco River	Me.
Salem	N. H.	Salem	Mass.
Salisbury	Mass.	Salmon Falls, W. Div	N. H.
Salmon Falls, N. Div	N. H.	Sanbornville	N. H.
Sandown	N. H.	Saugus	Mass.
Sawyers	N. H.	Scarboro	Me.
Scotts	N. H.	Seabrook	N. H.
Sheldon	Vt.	Sheldon Jct	Vt.
Sherbrooke	P. Q.	Short Falls	N. H.
Smith's Mills	P. Q.	Somersworth	N. H.
Somerville	Mass.	South Barton	Vt.
South Berwick	Me.	South Danbury	N. H.
South Lancaster	N. H.	South Lyndeboro	N. H.
South Merrimack	N. H.	South Middleton	Mass.
South Newbury	Vt.	South Waterboro	Me.
South Wilmington	Mass.	Springvale	Me.
Stanstead	P. Q.	Stanstead Jct	P. Q.
Stoneham	Mass.	Stratham	N. H.
Sunapee	N. H.	Suncook	N. H.
Sutton	Vt.	Swanton	Vt.
Tapleyville	Mass.	Tewksbury	Mass.
Tewksbury Centre	Mass.	Tewksbury Jct	Mass.
Thetford	Vt.	Tilton	N. H.
Topsfield	Mass.	Twin Mountain	N. H.
Tyngsboro	Mass.		
Union	N. H.		
Wakefield	N. H.	Wakefield	Mass.
Wakefield Centre	Mass.	Wakefield Jct	Mass.
Walden	Vt.	Walnut Hill	Mass.
Wamesit	Mass.	Ward Hill	Mass.
Warner	N. H.	Warren	N. H.
Waterloo	N. H.	Weirs	N. H.
Wells	Me.	Wells River	Vt.
Wentworth	N. H.	West Alton	N. H.
West Andover	N. H.	Westbrook	Me.
West Burke	Vt.	West Canaan	N. H.
West Chelmsford	Mass.	West Concord	N. H.
West Danville	Vt.	West Epping	N. H.
Westford	Mass.	West Henniker	N. H.
West Kennebunk	Me.	West Lebanon	N. H.
West Lynn	Mass.	West Medford	Mass.
Westons	N. H.	West Ossipee	N. H.
West Peabody	Mass.	West Rochester	N. H.
West Rumney	N. H.	West Scarboro	Me.
West Street	Mass.	West Thorton	N. H.
Westville	N. H.	West Windham	N. H.
Whitefield	N. H.	White River Jct	Vt.
Wilder	Vt.	Wilmington	Mass.
Wilmington Jct	Mass.	Wilson's	N. H.
Wilton	N. H.	Winchester	Mass.
Windham	N. H.	Wing Road	N. H.
Winona	N. H.	Woburn	Mass.
Wolcott	Vt.	Wolfeboro	N. H.
Wolfeboro Falls	N. H.	Woodstock	N. H.
Woodsville	N. H.		

Yours truly,

M. T. DONOVAN,
Freight Traffic Manager.

Written in red ink at the bottom of this letter is the following: "Additional information requested Aug. 25, 1905."
This exhibit bears the following rubber stamp:

BUREAU OF CORPORATIONS
Received
Aug. 24, 1905,
Department of
Commerce and Labor.

PETITIONER'S EXHIBIT 935.

Form 804. 4-29-05-50m. A. T. H.

BOSTON & MAINE RAILROAD.
ST. JOHNSBURY & LAKE CHAMPLAIN R. R. CO.

FREIGHT DEPARTMENT.

M. T. DONOVAN,
Freight Traffic Manager, B. & M. R. R.
General Freight Agent, St. J. & L. C. R. R.

BOSTON, *August 28, 1905.*

In replying quote file MTD—Sw.

MR. HERBERT KNOX SMITH,
Acting Commissioner, Department of Commerce and Labor, Bureau of Corporations, Washington, D. C.

DEAR SIR: Acknowledging your letter of August 25th relative to rates on petroleum and its products originating in Ohio and Pennsylvania and delivered to us by connecting lines.

Through rates are published from the oil regions of Ohio and Pennsylvania to points on the following divisions:

Fitchburg division; Connecticut River division, Windsor, Vt., and south thereof; Worcester, Nashua and Portland division, Worcester, Mass., to Nashua, N. H., inclusive, and Concord Junction to Nashua, N. H., inclusive; points on the southern division in a direct line Nashua to Concord, N. H., inclusive.

Shipments of petroleum and its products coming to us from connecting railroads, through waybilled to points on the divisions above stated and destined to points on this railroad enumerated in my letter to you of August 22, 1905, to which no through rates are published from the oil regions of Ohio and Pennsylvania, would be subject to a local rate from the nearest point to which through rates are published from Ohio and Pennsylvania.

I give you below a list of the points from which local rates would be charged on such shipments, viz:

Windsor, Vt.
Claremont, Jct., N. H.
Keene, N. H.
Peterboro, N. H.
Milford, N. H.
Ayer, Mass.
Boston, Mass.
Nashua, N. H.
Manchester, N. H.
Hooksett, N. H.
Concord, N. H.

I enclose herewith a map of the B. & M. R. R.
Trusting the foregoing will be satisfactory to you, I remain,
Yours truly,

M. T. DONOVAN,
Freight Traffic Manager.

Written in pencil at the bottom of this letter is the following:
"O. K. File. I have retained the map.
T. C. M. S."

This exhibit bears the following rubber stamp:

Bureau of Corporations
Received
Aug. 29, 1905,
Department of
Commerce and Labor.

PETITIONER'S EXHIBIT 936-A.

Form 114.

Prices Subject to Change Without Notice.

27
~~28~~

No. 108.
3-11-1901.

M H. W. Offutt, 1252--20, bought of Standard Oil Co.

TERMS CASH.	TANK WAGON DELIVERY.			
PAY DRIVER and see that you receive the quantity you pay for.	50 gallons Aladdin oil	@	7	3.50
	.... gallons .....oil	@		
	.... gallons Pratt's D. S. gasoline	@		
	.... gallons	@		

Goods received:

O. K. ALLEN, *Purchaser.*

Received payment.
ZEIGLER, *Driver.*

32855—VOL 21—09——6

PETITIONER'S EXHIBIT 936-B.

Form 114.

Prices Subject to Change Without Notice.

28
~~27~~
No. 32.
15–1901.

M H. W. Offutt, bought of the Standard Oil Co.

TERMS CASH.	TANK WAGON DELIVERY.			
PAY DRIVER and see that you receive the quantity you pay for.	50 gallons Aladdin oil	@	7	3.50
	.... gallons ..... oil	@		
	.... gallons Pratt's D. S. gasoline	@		
	.... gallons	@		

Goods received:

....., *Purchaser.*

Received payment.

ZEIGLER, *Driver.*

PETITIONER'S EXHIBIT 936-C.

Form 114.

Prices Subject to Change Without Notice.

29
No. 92
19–1901.

M *H. W. Offutt, 1252—20, bought of Standard Oil Co.*

TERMS CASH.	TANK WAGON DELIVERY.		
PAY DRIVER and see that you receive the quantity you pay for.	50 gallons Aladdin oil @	7	3.50
	---- gallons ---- oil @		
	---- gallons Pratt's D. S. gasoline @		
	---- gallons ----, @		

Goods received:
OK ALLEN, *Purchaser.*

Received payment.
ZEIGLER, *Driver.*

PETITIONER'S EXHIBIT 936-D.

Form 114.

Prices Subject to Change Without Notice.

30
No. 240
28–1901.

M H. W. Offutt, 1252—20, bought of Standard Oil Co.

TERMS CASH.	TANK WAGON DELIVERY.		
PAY DRIVER and see that you receive the quantity you pay for.	50 gallons Aladdin oil @	6½	3.25
	.... gallons ..... oil @		
	.... gallons Pratt's D. S. gasoline @		
	.... gallons @		

Goods received:
W. J. ALLEN, *Purchaser.*

Received payment.
ZEIGLER, *Driver.*

PETITIONER'S EXHIBIT 936-E.

Form C-09.

Prices Subject to Change Without Notice.

31.
No. 146.

WASHINGTON, *4-11-1901.*

M H. W. Offutt, 1252-20, bought of Standard Oil Co.

Gasoline not sold for use in lamps in houses for illuminating purposes.

TERMS CASH.	TANK WAGON DELIVERY.		
PAY DRIVER and see that you receive the quantity you pay for.	50 gallons Aladdin oil @	6½	3.25
	.... gallons.....oil @		
	.... gallons Pratt's D. S. gasoline @		
	.... gallons @		

Goods received,

OK ALLEN, *Purchaser.*

Received payment,

ZEIGLER, *Driver.*

PETITIONER'S EXHIBIT 936-F.

Form C-09.

Prices Subject to Change Without Notice.

No. 259.

WASHINGTON, *4-18-1901.*

M *H. W. Offutt, 1252-20, bought of Standard Oil Co.*

Gasoline not sold for use in lamps in houses for illuminating purposes.

TERMS CASH.	TANK WAGON DELIVERY.			
PAY DRIVER and see that you receive the quantity you pay for.	50 gallons Aladdin oil	@	6½	3.25
	.... gallons.....oil	@		
	.... gallons Pratt's D. S. gasoline	@		
	.... gallons	@		

Goods received,

....., *Purchaser.*

Received payment,

ZEIGLER, *Driver.*

PETITIONER'S EXHIBIT 936-G.

Form C-09.

Prices Subject to Change Without Notice.

33
No. 604.
WASHINGTON, *5-9-1901.*

M *H. W. Offutt, 1252-20, bought of Standard Oil Co.*

Gasoline not sold for use in lamps in houses for illuminating purposes.

TERMS CASH.

PAY DRIVER

and see that you receive the quantity you pay for.

TANK WAGON DELIVERY.

50 gallons Aladdin oil	@	6	3.00
.... gallons ..... oil	@		
.... gallons Pratt's D. S. gasoline	@		
.... gallons	@		

Goods received,
OK ALLEN, *Purchaser.*

Received payment,
ZEIGLER, *Driver.*

PETITIONER'S EXHIBIT 936-H.

Form C-09.

Prices Subject to Change Without Notice.

34
No. 931.

WASHINGTON, *July 22, 1901.*

M *H. W. Offutt, 1522-20, bought of Standard Oil Co.*

Gasoline not sold for use in lamps in houses for illuminating purposes.

TERMS CASH.

PAY DRIVER

and see that you receive the quantity you pay for.

TANK WAGON DELIVERY.

20	gallons Aladdin oil	@	5	1.00
....	gallons ..... oil	@		
....	gallons Pratt's D. S. gasoline	@		
....	gallons	@		

Goods received,
OK ALLEN, *Purchaser.*

Received payment,
ZEIGLER, *Driver.*

PETITIONER'S EXHIBIT 937.

Works: Corner Second and Stockton Streets, Manchester, Va. Refiners of High-Grade Oils and Petroleum Products.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

SOUTHERN OIL COMPANY.

P. O. Box 186.

L. BLAUSTEIN, *Agent.*

Dictated.] RICHMOND, VA., *Oct. 11, 1899.*

Mess. COOPER BROS.,
Winchester, Va.

GENTLEMEN: We presume that you have heard that we have established a branch at Harrisonburg, Va. Mess. Snell, Beery & Co. are our representatives at that point, and their territory runs up to Strausburg. We learn from our salesman's report that he has sold some oil to your customers. We regret very much that this has occurred, as you are independent oil dealers like ourselves, and we do not like to interfere with your business if we can help it. Although Snell, Beery & Co. are wholesale grocers and their man travels with our salesman, it is a matter of impossibility for him to avoid getting orders from your customers, as we have instructed our salesman in the valley not to make any cuts to your trade whatever. We are compelled to open another warehouse either in Winchester or vicinity to compete with the freight rates. We would suggest, to avoid bad feelings, that you give us an order for a tank car of oil, either Arc Light or F. F. V. Crystal Water White. We will guarantee the quality of the goods, also the price, to meet any competition. In other words, we will guarantee the price to be as low as any in the valley, and you will get your commission. Any orders our traveling man gets in your vicinity we will turn over to you, and, of course, you will get your commission on same. We trust you will give this matter thorough consideration and favor us with an early reply, as we are desirous of making definite arrangements for the handling of our oils in your immediate vicinity.

Very truly yours, SOUTHERN OIL CO.

By

PETITIONER'S EXHIBIT 938.

(Letter-head.)

Works: Cor. 2nd and Stockton Streets, Manchester, Va.

We handle only high-grade oils.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

WARNER MOORE, President. J. H. WARDEN, Treasurer.

SOUTHERN OIL COMPANY.

RICHMOND, VA.,

Dictated.

Subject:

PETITIONER'S EXHIBIT 939.

EAGLE OIL COMPANY,

C. & P. Phone, 41 South.
P. O. Box 111.
Md. Phone, 459 Henrietta.
Long distance connections.

Refiners and Dealers in
High Grade Oils
and
Petroleum Products.
Works: Wells St., Bet. Clarkson and Hanover Sts.

BALTIMORE, MD.

The Eagle Oil Company of Baltimore, Md., agrees to sell 500 gallons of oil @ 10c. per gallon, and 100 gallons of gasoline @ 11c. per gallon, to Mr. J. Beutner, 309 E. Cross st.; who agrees to buy the above quantity to the exclusion of any other oil company's products, and to keep this agreement confidential or forfeit his rights to this purchase.

If the market prices on the above goods decline below these figures the Eagle Oil Company guarantees to meet them.

EAGLE OIL COMPANY.
By L. BLAUSTEIN,
JOHN B. BUETTNER.

Witness this 11th day of January, 1904.
WM. ZAPP.

PETITIONER'S EXHIBIT 940.

PLAINTIFF'S EXHIBIT 35. 2332

Mr. BURKE. These statements become important in this respect: These statements are furnished to me as being literal copies of what the books show somewhere, * * *

Mr. MURRAY. I want to call renewed attention to the fact, of which I have already spoken, namely, that these papers do not purport to be copies of reports after the dissolution.

* * * * * * *

Mr. MURRAY. They are made up from the books, but there is no pretence that they are copies of the reports.

(p. 70—Report)

PLFF'S EX. 35 (3)

G. W. M. No. 1

The balance sheet of the trustees December 31st, 1882, shows investments in corporate stocks having an actual net value of $65,321,832.40, representing our proportion of the net assets of various corporations as follows:

Plant investments		$44,211,631.77
Other "		1,648,411.05
Accounts receivable less accounts payable		3,589,538.07
Merchandise inventories		10,935,253.77
Cash		676,505.88
Total value corporate stocks held by trustees		$61,061,340.54
Other assets of the trust, viz:		
Bonds of National Transit Co		2,380,000.00
Unpaid coupons of Do.		71,400.00
Loans to corporate interests	$2,272,947.55	
Less liabilities due by the trustees	495,030.77	
		1,777,916.78
Sundry other investments		28,200.00
Cash in hands of treasurer		2,975.08
Actual net value		$65,321,832.40

PLFF'S EX. 35 (4)

NOMINAL LIABILITIES.

S. O. trust ctfs. issued Jan'y 1st, 1882	$70,000,000.00	
Do. issued in year 1882	1,116,100.00	
	71,116,100.00	
Earnings of 1882	$12,388,507.16	
Less dividends paid on trust certificates in 1882	3,695,253.00	
	8,693,254.16	
Total nominal liabilities		$79,809,354.16
Excess of nominal liabilities over actual values accounted for by:		
Difference between par value of certificates issued Jan'y 1st, 1882	70,000,000.00	
And actual value of property acquired for same	55,710,698.24	
	14,289,301.76	
20% on par value of $991,100 of certificates issued in 1882 on the basis of 80% for net value of acquirements	198,220.00	
		$14,487,521.76

1882.

G. W. M.

The net earnings for the year 1882 were:

Our pro rata proportion of the net earnings of corporations	$11,887,385.45
Interest on bonds and loans	118,800.99
Excess of net value of stocks purchased over am't paid	680,855.16
Gross earnings	$12,687,041.60

PLFF'S EX. 35 (5).

(Forward)		$12,687,041.60
Less:		
Expenses of the trust	$244,084.44	
Discount of 5% on $1,098,000.00 of N. T. Co., bonds sold	54,450.00	
		$298,534.44
Net earnings		12,388,507.16
Dividends paid at the rate of 5¼% on the amount of certificates issued		3,695,253.00
Surplus earnings for the year		8,693,254.16

The cash receipts and disbursements of the trust were:

RECEIPTS.

From dividends on corporate stocks	$5,668,600.63
" sales of sundry stocks and bonds	1,098,665.77
" American Transfer Co. in settlement of a/c	884,917.92
" National Transfer Co. " " " "	78,926.36
" Loan from S. O. Co. of N. Y.	446,787.31
" Waters-Pierce Oil Co. in settlement of loans	80,000.00
" H. N. Jose on account of loan	2,800.00
Interest	46,770.99
	$8,307,468.98

DISBURSEMENTS.

For purchase of corporate stocks	$974,714.92	
" " National Transit Co. bonds	2,716,000.00	
" taxes on Balto. United Oil Co. stock	2,783.77	
Vilas, Keith & Chester, trustees, for balance due them on assets transferred January 1st, 1882	671,657.77	
Expenses of the trust	244,084.44	
Dividends paid on trust certificates	3,695,253.00	
		$8,304,493.90
Treasurer's cash balance Dec. 31st /82		2,975.08

PETITIONER'S EXHIBIT 941.

PLAINTIFF'S EXHIBIT 36. 2352

[Duplicate.]

Mr. BURKE. * * * You (Mr. Murray) sent me, and I have your letter here accompanying it, a more condensed statement covering this period, which also contains another account to which I shall call the attention of the court. * * *

Mr. MURRAY. This is a duplicate of the paper that I sent you.

(p. 72—Report.)

Year ending Dec. 31st.	Net earnings.	Depreciation.	Net value Dec. 31st
1883	11,231,790.56	.....	72,989,394.46
1884	7,778,205.73	5,310,511.39	75,856,960.13
1885	8,382,935.50	9,097,894.70	78,762,672.13
1886	15,350,787.68	.....	87,012,107.37
1887	14,026,590.96	5,834,523.09	94,277,970.03
1888	16,226,955.94	1,165,476.91	97,005,621.77
1889	14,845,201.39	6,569,701.06	101,381,122.64
1890	19,131,470.84	11,000,000.00	115,810,074.18
1891	16,331,826.29	9,805,328.83	120,771,074.79
1892	19,174,878.30	3,913,693.61	126,102,456.13
1893	15,457,354.05	9,766,562.55	131,886,700.63
1894	15,544,325.54	4,999,815.55	135,755,448.44
1895	24,078,076.60	16,198,301.62	143,295,022.13
1896	34,077,519.10	.....	147,220,308.19

These exhibits are identified by a stipulation in the record which reads in part as follows:

"That Exhibits 11,* 12, 13, 14, and 15, annexed hereto, also marked with the initials G. W. M., are believed to be correct statements of the assets, liabilities, net valuations, capital liabilities, surpluses, and deficits of the several companies therein named, for the periods severally covered thereby."

*Exhibit No. 11 may be found under File No. 2352.

No. 12.—*General balance sheet, Standard Oil interests, December 31st, 1893.* G. W. M.

	Assets.					Nominal liabilities.		
	Plant.	Other assets.	Total.	Liabilities.	Net value.	Capital stock.	Surplus or impairment.	Net value.
Anglo-American Oil Company, Lim	7,709,494.46	6,228,937.73	13,938,432.19	7,027,255.19	6,911,177.00	2,530,666.67	4,380,510.33	
Atlantic Refining Company	4,460,396.96	5,630,162.39	10,090,559.35	468,042.82	9,622,516.53	5,000,000.00	4,622,516.53	
Buckeye Pipe Line Company	3,144,951.58	7,184,093.81	10,329,045.39	117,562.88	10,211,482.51	10,000,000.00	211,482.51	
Eureka Pipe Line Company	998,377.08	3,789,388.74	4,787,765.82	101,873.57	4,685,892.25	5,000,000.00	*314,107.75	
Forest Oil Company	3,313,222.65	517,871.08	3,831,093.73	110,511.28	3,720,582.45	5,500,000.00	1,779,417.55	
Indiana Pipe Line Company	1,596,218.55	1,927,401.30	3,523,619.85	18,081.68	3,505,538.17	1,000,000.00	2,505,538.17	
National Transit Company	7,248,893.91	42,913,443.60	50,162,337.51	24,160,332.94	26,002,004.57	25,455,200.00	546,804.57	
New York Transit Company	2,209,441.54	5,000,198.60	7,209,640.14	72,471.37	7,137,168.77	5,000,000.00	2,137,168.77	
Northern Pipe Line Company	348,789.63	458,113.10	806,902.73	33,886.84	773,015.89	1,000,000.00	*226,984.11	
N. W. Ohio Nat. Gas Company [illegible]	747,505.41	259,994.88	1,007,500.29	25,312.68	982,187.61	3,278,500.00	*2,296,312.39	
Ohio Oil Company (The)	5,272,452.39	3,637,850.80	8,910,303.19	127,925.25	8,782,377.94	2,000,000.00	6,782,377.94	
Solar Refining Company	877,594.10	985,583.05	1,863,177.15	1,161,568.35	701,608.80	500,000.00	201,608.80	
Southern Pipe Line Company	1,782,248.44	1,579,053.37	3,361,301.81	147,187.88	3,214,113.93	5,000,000.00	*1,785,886.07	
South Penn. Oil Company	5,356,305.16	1,270,967.35	6,627,272.51	3,150,753.41	3,476,519.10	2,500,000.00	976,519.10	
Standard Oil Company Indiana	3,750,163.84	3,500,872.21	7,251,036.05	5,719,896.28	1,531,139.77	1,000,000.00	531,139.77	
" " " Kentucky	1,613,886.87	4,274,087.33	5,887,974.20	1,148,680.00	4,739,294.20	1,000,000.00	3,739,294.20	
" " " New Jersey	6,826,983.76	12,871,529.12	19,698,512.88	2,118,201.72	17,580,311.16	10,000,000.00	7,580,311.16	
" " " of New York	6,719,037.12	54,482,789.32	61,201,826.44	48,237,670.82	12,964,155.62	7,000,000.00	5,964,155.62	
" " " Ohio	2,192,161.26	2,990,674.17	5,182,835.43	3,162,997.68	2,019,837.75	3,500,000.00	*1,480,162.25	
Union Tank Line Company	3,122,195.81	210,081.48	3,332,277.29	8,399.85	3,323,877.44	3,500,000.00	*176,122.56	
Total plant	69,290,320.52							
Other assets		159,713,093.43						
Total assets			229,003,413.95					
Less actual liabilities				97,118,612.49				
Total net value					131,884,801.46			
Capital stock						99,764,366.67		
Total undivided profits							32,120,434.79	
Total capital and surplus								131,884,801.46
Other assets S. O. Trust, Dec. 31/93								1,899.22
								131,886,700.68

* Impairment.

No. 13.—*General balance sheet, Standard Oil interests, December 31st, 1894.*

G. W. M.

	Assets.					Nominal liabilities.		
	Plant.	Other assets.	Total.	Liabilities.	Net value.	Capital stock.	Surplus or impairment.	Net value.
Anglo-American Oil Co., Lim	10,337,255.46	7,093,662.18	17,430,917.64	7,360,122.62	10,070,795.02	2,530,666.67	7,540,128.35	
Atlantic Refining Company	4,535,142.90	6,238,205.81	10,773,348.71	574,602.51	10,198,746.20	5,000,000.00	5,198,746.20	
Buckeye Pipe Line Company	2,133,687.61	7,448,888.57	9,582,576.18	191,535.86	9,391,040.32	10,000,000.00	*608,959.68	
Eureka Pipe Line Company	925,588.67	4,418,705.90	5,344,294.57	175,793.38	5,168,501.19	5,000,000.00	168,501.19	
Forest Oil Company	3,242,879.75	1,108,451.10	4,351,330.85	123,917.48	4,227,413.37	5,500,000.00	*1,272,586.63	
Indiana Pipe Line Company	1,342,252.83	1,704,975.88	4,047,228.71	21,696.93	3,025,531.78	1,000,000.00	2,025,531.78	
National Transit Company	5,542,341.98	44,692,450.25	50,234,792.23	24,792,744.90	25,442,047.33	25,455,200.00	*13,152.67	
New York Transit Company	1,727,245.69	5,166,789.82	6,894,035.51	61,481.87	6,832,553.64	5,000,000.00	1,832,553.64	
Northern Pipe Line Company	315,879.69	586,327.09	902,206.78	23,124.32	879,982.46	1,000,000.00	*120,917.54	
N. W. Ohio Nat. Gas Company (######)	359,268.47	283,277.46	642,545.93	24,139.66	618,406.27	3,278,500.00	*2,660,093.73	
Ohio Oil Company (The)	4,853,412.89	3,030,440.28	7,883,853.17	141,048.12	7,742,805.05	2,000,000.00	5,742,805.05	
Solar Refining Company (The)	762,735.36	771,561.67	1,534,297.03	834,835.49	699,461.54	500,000.00	199,461.54	
Southern Pipe Line Company	1,097,015.03	2,365,890.85	3,462,905.88	44,079.50	3,418,826.38	5,000,000.00	*1,581,173.62	
South Penn. Oil Company	7,316,629.59	1,370,656.97	8,687,286.56	3,246,890.90	5,440,395.66	2,500,000.00	2,940,395.66	
Standard Oil Company, Indiana	3,480,223.38	3,258,539.48	6,738,772.86	5,252,840.55	1,485,932.31	1,000,000.00	485,932.31	
" " " Kentucky	1,614,499.49	4,202,115.60	5,816,615.09	952,259.71	4,864,353.38	1,000,000.00	3,864,355.38	
" " " New Jersey	6,444,291.52	12,819,080.01	19,263,371.53	1,573,537.70	17,689,833.83	10,000,000.00	7,689,833.83	
" " " of New York	6,768,977.87	56,045,273.45	62,814,251.32	49,809,538.75	13,004,712.57	7,000,000.00	6,004,712.57	
" " " Ohio	2,071,730.47	2,760,182.29	4,831,912.76	2,562,150.98	2,269,761.78	3,500,000.00	*1,230,238.22	
Union Tank Line Company	3,149,024.50	142,493.40	3,291,517.90	7,449.37	3,284,068.53	3,500,000.00	*215,931.47	
Total plant	68,020,093.15							
Other assets		165,507,968.06						
Total assets			233,528,061.21					
Less actual liabilities				97,773,790.60				
Total net value					135,754,270.61			
Capital stock						99,764,366.67		
Total undivided profits							35,989,903.94	
Total capital and surplus								135,754,270.61
Other assets S. O. Trust, Dec. 31,'94								1,178.83
								135,755,449.44

* Impairment.

No. 14.—*General balance sheet, Standard Oil interests, December 31st, 1895.*

G. W. M.

	Assets.					Nominal liabilities.		
	Plant.	Other assets.	Total.	Liabilities.	Net value.	Capital stock.	Surplus or impairment.	Net value.
Anglo-American Oil Company, Lim.	6,581,300.07	8,870,153.59	15,451,453.66	8,436,327.21	7,015,126.45	2,530,666.66	4,484,459.79	
Atlantic Refining Company	3,809,636.37	7,621,550.40	11,431,186.77	1,122,500.74	10,308,686.03	5,000,000.00	5,308,686.03	
Buckeye Pipe Line Company	2,358,823.87	11,424,818.62	14,283,642.49	324,659.87	13,958,982.62	10,000,000.00	3,958,982.62	
Eureka Pipe Line Company	1,258,042.69	5,386,008.97	6,644,051.66	324,895.09	6,319,156.57	5,000,000.00	1,319,156.57	
Forest Oil Company	4,591,358.93	584,196.38	5,175,555.31	726,521.57	4,449,033.74	5,500,000.00	*1,050,966.26	
Indiana Pipe Line Company	1,318,659.45	2,760,316.82	4,078,976.27	33,249.17	4,045,727.10	1,000,000.00	3,045,727.10	
National Transit Company	7,118,687.64	47,767,603.88	54,886,291.52	29,318,492.49	25,567,799.03	25,455,200.00	112,599.03	
New York Transit Company	1,828,170.60	5,738,503.74	7,566,674.34	143,099.85	7,423,574.49	5,000,000.00	2,423,574.49	
Northern Pipe Line Company	290,711.71	739,627.86	1,030,339.57	35,325.59	995,013.98	1,000,000.00	*4,986.02	
N. W Ohio Nat. Gas Company ||||| 265,800.38	116,019.22	381,819.60	12,664.19	369,155.41	1,967,100.00	*1,597,944.59	
Ohio Oil Company (The)	5,245,637.42	1,401,026.95	6,646,664.37	230,563.34	6,416,101.03	2,000,000.00	4,416,101.03	
Solar Refining Company (The)	500,052.62	1,560,722.46	2,060,775.08	1,044,168.03	1,016,607.05	500,000.00	516,607.05	
Southern Pipe Line Company	893,061.60	3,110,658.61	4,003,720.21	50,400.18	3,953,320.03	5,000,000.00	*1,046,679.97	
South Penn. Oil Company	10,449,039.67	1,417,686.77	11,866,726.44	3,252,488.81	8,614,237.63	2,500,000.00	6,114,237.63	
Standard Oil Company, Indiana	2,730,367.10	4,976,683.63	7,707,050.73	4,762,683.74	2,944,366.99	1,000,000.00	1,944,366.99	
" " " Kentucky	1,006,907.45	4,413,121.01	5,420,028.46	228,888.41	5,191,140.05	1,000,000.00	4,191,140.05	
" " " New Jersey	4,829,243.26	13,669,531.53	18,498,774.79	1,914,642.37	16,584,132.42	10,000,000.00	6,584,132.42	
" " " of New York	4,832,058.90	58,967,942.78	63,800,001.68	50,332,956.31	13,467,045.37	7,000,000.00	6,467,045.37	
" " " Ohio	1,094,176.42	2,632,900.80	3,726,977.22	1,779,155.82	1,947,821.40	3,500,000.00	*1,552,178.60	
Union Tank Line Company	2,568,373.12	144,397.12	2,712,770.24	6,459.95	2,706,310.29	3,500,000.00	*793,689.71	
Total plant	64,070,109.27							
Other assets		183,303,371.14						
Total assets			247,373,480.41					
Less actual liabilities				104,080,142.73				
Total net value					143,293,337.68			
Capital stock						98,452,966.66		
Total undivided profits							44,840,371.02	
Total capital and surplus								143,293,337.68
Other assets S. O. Trust Dec. 31/95								2,265.20
								143,295,602.88

* Impairment.

No. 15.—*General balance sheet, Standard Oil interests, December 31st, 1896.*

G. W. M.

	Assets.					Nominal liabilities.		
	Plant.	Other assets.	Total.	Liabilities.	Net value.	Capital stock.	Surplus or impairment.	Net value.
Anglo-American Oil Company	6,111,436.75	10,877,942.53	16,989,379.28	8,997,759.61	7,991,619.67	2,530,666.66	5,460,953.01	
Atlantic Refining Company	4,879,636.08	6,637,750.39	11,517,386.47	357,691.56	11,159,694.91	5,000,000.00	6,159,694.91	
Buckeye Pipe Line Company	4,559,213.27	8,593,413.44	13,152,626.71	302,998.58	12,849,628.13	10,000,000.00	2,849,628.13	
Eureka Pipe Line Company	1,489,533.37	5,050,615.30	6,540,148.67	352,320.90	6,187,827.77	5,000,000.00	1,187,827.77	
Forest Oil Company	4,236,370.10	800,482.59	5,036,852.69	198,645.38	4,838,207.31	5,500,000.00	*661,792.69	
Indiana Pipe Line Company	992,426.01	2,222,381.90	3,214,807.91	7,821.80	3,206,986.11	1,000,000.00	2,206,986.11	
National Transit Company	6,800,056.66	42,529,353.39	49,329,410.05	23,296,866.66	26,032,543.39	25,455,200.00	577,343.39	
New York Transit Company	1,860,334.55	5,171,303.80	7,031,638.35	202,139.33	6,829,499.02	5,000,000.00	1,829,499.02	
Northern Pipe Line Company	639,001.65	583,766.46	1,222,768.11	44,161.69	1,178,606.42	1,000,000.00	178,606.42	
N. W. Ohio Nat. Gas Company [illegible]	118,679.71	204,480.33	323,160.04	11,384.76	311,775.28	1,967,100.00	*1,655,324.72	
Ohio Oil Company (The)	4,832,307.19	310,705.42	5,143,012.61	326,923.43	4,816,089.18	2,000,000.00	2,816,089.18	
Solar Refining Company (The)	537,797.54	1,323,374.92	1,861,172.46	298,137.91	1,563,034.55	500,000.00	1,063,034.55	
Southern Pipe Line Company	1,527,175.80	2,074,374.05	3,601,549.85	66,929.31	3,534,620.54	5,000,000.00	*1,465,379.46	
South Penn Oil Company	11,300,603.72	1,735,979.54	13,036,583.26	1,278,580.96	11,758,002.30	2,500,000.00	9,258,002.30	
Standard Oil Company, Indiana	3,105,001.95	4,918,025.18	8,023,027.13	3,372,518.91	4,650,508.22	1,000,000.00	3,650,508.22	
" " Kentucky	474,352.83	4,236,638.24	4,710,991.07	49,835.90	4,661,155.17	1,000,000.00	3,661,155.17	
" " New Jersey	5,469,277.44	13,864,446.39	19,333,723.83	2,396,607.81	16,937,116.02	10,000,000.00	6,937,116.02	
" " of New York	4,957,545.26	56,822,284.95	61,779,830.21	46,919,899.34	12,859,930.87	7,000,000.00	5,859,930.87	
" " Ohio	1,166,013.90	2,752,274.01	3,918,287.91	1,013,373.13	2,904,914.78	3,500,000.00	*595,085.22	
Union Tank Line Company	2,615,594.64	340,563.75	2,956,158.39	11,653.38	2,944,505.01	3,500,000.00	*555,494.99	
Total plant	67,672,358.42							
Other assets		171,050,156.58						
Total assets			238,722,515.00					
Less actual liabilities				91,506,250.35				
Total net value					147,216,264.65			
Capital stock						98,452,966.66		
Total undivided profits							48,763,297.99	
Total capital and surplus								147,216,264.65
Other assets S. O. Trust Dec. 31/96								4,135.25
								147,220,399.90

*Impairment.

PETITIONER'S EXHIBIT 943.

THE STATE OF OHIO, *ss.* In the Court of Common Pleas.
Cuyahoga County,

M. R. Keith and R. R. Ranney.
Henderson & Kline " " "
J. W. Tyler and Ingersoll & Williamson " " "

The Standard Oil Company
vs. *17671 D. C. 720*
William C. Scofield RELIEF AND INJUNCTION.
Charles W. Scofield
Daniel Shurmer and *E-471*
John Teagle.

Cost adjudged against plaintiff in Common Pleas.

Clerk Hinman	5.35	2.15
Sheriff Wilcox	3.31	
Sheriff Buckley	.12	
Notary W. F. Rees	5.10	
" J. C. Cannon	2.80	
" L. H. Estep	.40	
" G. W. Shumway		5.12
" A. Hippard		2.8
" H. L. Robinson		.6
" C. G. Sutliff		.6
" W. B. Bolton		.8
Int. fr. Jany. 3, 1881	17.18	22.5

$4.25 paid on Clerk Hinman's fees, by applying fees due Wm. C. Scofield on R. B. 4, pages 167-227 and 235 and R. B. 5, page 83.
R. B. 5-342.

Costs adjudged against William C. Scofield in Common Pleas.

Clerk Hinman	.80	1.6
Notary B. C. Starr	.60	
" S. D. Dodge		1.3
" G. M. Hahn		.6
" R. R. Holden		.6
Int. fr. Jany. 3, 1881	1.20	1.6

$60.75 rec'd Aug. 1, 1883, of The Standard Oil Co. Sixty & 75 100 dollars in full of costs adjudged against plaintiff.

Costs adjudged against Shurmer & Teagle on motion in Common Pleas.

Clerk Hinman, int. fr. Jany. 3, 1881	.60	.8

Cyrus H. DeForest, dep. clerk..
R. B. 5-342.

Costs in District Court.

Clerk Hinman	7.75	1.6
Sheriff Buckley	.36	
Sheriff Sawyer	.12	
Clerk Kitchen	3.40	
Notary W. J. Crawford		.6
" S. D. Dodge		.6
" paid by C. W. Scofield		.6
Int. fr. March 12, 1883	11.72	1.6

Oct. 2, 1891, paid by S. & T. one & 92 100 dollars in full for Hinman costs taxed to S. & T.
R. E. McKisson, agt.

October 8, 1880. Petition and precipe filed and summons issued.

October term, 1880 (Oct. 15th). Summons returned defts. all served.

November 4th, 1880. To COURT: The motion by the plaintiff to strike from the files the affidavits of George H. Boughton, George O. Baslington, Robert Hanna, William B. Parish, Levi T. Scofield, H. M. Backus, Mrs. F. M. Backus, and John Teagle is heard and granted for the reason that they were filed out of rule, and said affidavits are stricken from the files, at the costs of the defendants John Teagle and Daniel Shurmer, for which execution is awarded.

And the motion by the said defendants Daniel Shurmer and John Teagle for leave to refile said affidavits is heard and granted.

Jour. 77—90.

December 2nd, 1880. To COURT: The plaintiff has leave to reply by December 11th, 1880.

Jour. 77—202.

Cont'd January term, 1881.

February 5th, 1881. To COURT: the plaintiff's motion to strike out a portion from the answer of Shurmer & Teagle is heard and overruled, to which said plaintiff excepts.

Jour. 78—94.

February 7th, 1881. To COURT: The plaintiff has leave to reply February 8th, 1881.

Jour. 78—98.

February 9th, 1881. To COURT: The defendants, Shurmer & Teagle, have leave to amend their answer instanter, without payment of costs under the rule.

Jour. 78—107.

February 23d, 1881. To COURT: This cause came on to be heard upon the pleadings, exhibits, and testimony, and was argued by counsel, on consideration whereupon the court find that the plaintiff is not entitled to the relief by it prayed for. It is therefore considered that said petition be, and it is hereby, dismissed, and that the defendants recover of said plaintiff their costs herein, made by reason of said petition to be taxed, and execution is awarded to collect the same. And the court further find that said defendant William C. Schofield is not entitled to the relief by him prayed for. It is therefore considered that the cross petition of said William C. Schofield be, and it is hereby, dismissed, and the said defendants Shurmer and Teagle recover of said defendant William C. Schofield their costs herein made by reason of said cross petition, to be taxed, and execution is awarded to collect the same. The plaintiff and the defendant, William C. Schofield, each separately give notice of their intention to appeal this case to the District Court. And the court fix the amount of the bond to be given by each of said appellants in the event of an appeal at five hundred dollars.

Jour. 78—164.

February 24, 1881. Appeal bond by plaintiff in $500, (Oliver H. Payne and S. V. Harkness, sureties) filed.

February 24, 1881. Appeal bond by defendants William C. Scofield and Charles W. Scofield, in $500, (J. M. Henderson and Virgil P. Kline, sureties) filed.

District court. March term, 1883. To COURT: And now come the parties into court and respectively dismiss the petition and the cross petitions herein, and, by agreement, judgment is rendered against the plaintiff for the costs herein. Ordered that a special mandate be sent to the Court of Common Pleas to carry this judgment into execution.

Jour. 1, page 3.

THE STATE OF OHIO, } ss:
Cuyahoga County, }

I, CHARLES P. SALEN, clerk of the Court of Common Pleas in and for said county, do hereby certify that the above is a true transcript of the docket and journal entries of said court in the above-entitled cause, and that the said original papers and pleadings in said above-entitled case are missing from the court records, and that there are no records or copies of same on file.

ATTEST, my hand and the seal of said court, at Cleveland, this 23rd day of November, 1908.

CHAS. P. SALEN, *Clerk.*

SEAL
Common Pleas
Court
of the
County of
Cuyahoga,
Ohio.

On the back of this document is the following:

Dist. Court No. 720.

Common Pleas No. 17671.

CUYAHOGA COUNTY.

The Standard Oil Company

VS.

William C. Scofield et al.

CERTIFICATE

OF

JOURNAL ENTRIES.

M. R. KEITH & R. P. RANNEY,
Plaintiff's Attorneys.

HENDERSON & KLINE,
J. W. TYLER, and
INGERSOLL & WILLIAMSON,
Defendant's Attorneys.

CERTIFICATE TO COMMON PLEAS RECORD.

THE STATE OF OHIO, } ss:
Cuyahoga County, }

I, CHARLES P. SALEN, clerk of the Court of Common Pleas within and for said county, and in whose custody the files, journals, and records of said court are required by the laws of the State of Ohio to be kept, hereby certify that the foregoing copy is taken and copied from the docket and journal entries of the proceedings of the Court of Common Pleas within and for said Cuyahoga County, and that said foregoing copy has been compared by me with the original docket and journal entries, and that the same is a correct transcript thereof.

IN TESTIMONY WHEREOF, I do hereby subscribe my name officially and affix the seal of said court at the court-house in the city of Cleveland, in said county, this 23rd day of November A. D. 1908.

CHAS. P. SALEN, *Clerk.*

SEAL
Common Pleas
Court
of the
County of
Cuyahoga,
Ohio.

I, SIMPSON S. FORD, presiding judge of the Court of Common Pleas within and for the fourth judicial district of the State of Ohio, in which district is said county of Cuyahoga, do hereby certify that Charles P. Salen was at the date of the above certificate, and now is, clerk of said Court of Common Pleas within and for said Cuyahoga County, and State of Ohio, and that said clerk is the officer in whose custody said original docket and journal entries is required to be kept by the laws of the State of Ohio, and authorized by the laws of the State of Ohio to certify as aforesaid, and that said attestation to said copy of said record is in due form of law.

SIGNED BY ME, and dated at Cleveland, Cuyahoga County, Ohio, this 23rd day of November, A. D. 1908.

SIMPSON S. FORD,
Judge, as aforesaid.

I, Charles P. Salen, clerk of the Court of Common Pleas, a court of record of Cuyahoga County, do hereby certify that Simpson S. Ford was at the date of the foregoing certificate the duly elected, qualified, and acting presiding judge of the Court of Common Pleas of Cuyahoga County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said court, at Cleveland, this 23rd day of November, A. D. 1908.

CHAS. P. SALEN, *Clerk.*

SEAL.
Common Pleas
Court
of the
County of
Cuyahoga,
Ohio.

Endorsed on the back of this document is the following:

Dist. Court No. 720.
Common Pleas No. 17671.

CUYAHOGA COMMON PLEAS.

The Standard Oil Co.
vs.
William C. Scofield et al.

COPY OF RECORD.

PETITIONER'S EXHIBIT 944.

[Copy.]

AGREEMENT OF UNION OIL COMPANY OF CALIFORNIA WITH PACIFIC COAST OIL COMPANY, DATED FEBRUARY 4, 1904.

No. 167.

THIS AGREEMENT, made and entered into this 4th day of February, 1904, between the UNION OIL COMPANY OF CALIFORNIA, a corporation organized and existing under the laws of the State of California, hereinafter called the party of the first part, and the PACIFIC COAST OIL CO., likewise a California corporation, hereinafter called the party of the second part,

WITNESSETH: That the party of the first part hereby agrees to sell and deliver to the said party of the second part, and the said party of the second part hereby agrees to purchase, take, and receive from said party of the first part, for a period of two (2) years from and after the 1st day of March, 1904, its production of crude petroleum oil of the gravity and quality hereinafter described, up to a maximum of one hundred and fifty thousand (150,000) barrels of forty-two (42) gallons each in bulk, in each and every three months of said period, the same to be delivered as nearly as practicable in equal average quantities of fifty thousand (50,000) barrels per month. Nothing herein contained, however, shall obligate the party of the first part to deliver more of said oil than it produces from its properties located in Ventura, Santa Barbara, and San Luis Obispo counties, in the State of California. It is further agreed, however, that the party of the first part shall have the right to deliver not more than ten thousand (10,000) barrels of forty-two (42) gallons each in bulk per month of petroleum distillate of a gravity and quality hereinafter named, and that in the event that the party of the first part shall deliver all, or any part of said ten thousand (10,000) barrels per month, in any month or months, of the said petroleum distillate, then such deliveries shall be considered as a part of the maximum amount of one hundred and fifty thousand (150,000) barrels of crude oil purchased and sold hereunder during the period of the three months which include the time of such deliveries, and shall be deducted therefrom; in other words, if the party of the first part should deliver five thousand (5,000) barrels per month of distillate during any period of three months, then its deliveries of crude oil shall be not more than one hundred and thirty-five thousand (135,000) barrels for said period of three months, the said maximum of one hundred and fifty thousand (150,000) barrels for each period of three months being the maximum of all deliveries, including said distillate and crude oil, which the party of the first part has the right to make under this agreement.

The deliveries of crude oil hereunder shall be made by the party of the first part to the party of the second part at the following ports: Ventura, Port Harford, and Alcatraz Landing, California. All deliveries made from Ventura shall be in lots of from ten thousand (10,000) to twenty thousand (20,000) barrels, at the option of the party of the second part, and shall be made from the tankage and

through the pipe line of the party of the first part into the steamer of the party of the second part. All deliveries at Port Harford shall be made either by pipe line or in tank car lots, at the option of the party of the first part, and said tank cars to be furnished by the party of the first part and unloaded by the party of the second part into its tankage at Port Harford, and the party of the first part agrees to pay the said party of the second part one dollar ($1) per car for unloading and pumping all such oil so delivered in tank cars. If delivered by pipe line, the party of the first part agrees to furnish the necessary gauge tanks, and will also pay for any pumping that may be necessary to deliver the oil from said gauge tanks to the tankage of the party of the second part. The party of the second part further agrees to reserve, for the purpose of receiving such deliveries from the party of the first part, at Port Harford, California, tankage of a capacity of at least five thousand (5,000) barrels. All deliveries at Alcatraz Landing shall be made in lots of not less than twenty-two thousand five hundred (22,500) barrels, except by consent of the party of the second part, and shall be delivered into the steamer of the party of the second part through the pipe line and from the tankage of the party of the first part.

All oil delivered by the party of the first part to the party of the second part shall, at the time of such delivery, be tested for water, sand, and other foreign substances by the party of the second part, by the test known as the "gasoline test," and shall be of a specific gravity of not less than twenty-five degrees (25°) Baumé, at a temperature of sixty degrees (60°) Fahrenheit. In making the said gasoline test for water, sand, and other foreign substances, as herein stated, seventy-five per cent (75%) of gasoline, of a gravity of not lighter than seventy degrees (70°) Baumé at a temperature of sixty degrees (60°) Fahrenheit, shall be used, and twenty-five per cent (25%) of the crude oil to be tested, and the mixture so obtained shall be agitated and placed in a graduated test tube, and the party of the second part shall, if it so desires, be allowed forty-eight (48) hours for the precipitation of any water, sand, or other foreign substances which may be found in the oil, and in case sand, water, or other foreign substances should be found in the oil by the said gasoline test, the party of the second part will accept the oil with deductions made therefor, as shown by said test, provided said water, sand, or other foreign substances shall not exceed three per cent (3%).

It is hereby agreed that sixty degrees (60°) Fahrenheit is established as the normal temperature in testing oil to be purchased and sold hereunder. Deductions shall be made from the quantity of oil apparently contained in any tank car or tank at the rate of one per cent (1%) for every twenty degrees (20°) of temperature above said normal of sixty degrees (60°) Fahrenheit, as shall be ascertained by a thermal test at the time of delivery, and additions shall be made to the quantity of oil apparently contained in any tank car or tank, at the rate of one per cent (1%) for every twenty degrees (20°) of temperature below said normal of sixty degrees (60°) Fahrenheit, as shall be ascertained by a thermal test at the time of delivery.

All samples for testing the said crude oil for the purpose of determining its temperature, specific gravity, and the amount of water,

sand, and other foreign substances contained therein, shall be taken at the time of delivery to the party of the second part from the tank cars or tanks by the party of the second part, and tested in the presence of a representative of the party of the first part, should the latter desire to be present or represented, and such samples shall be taken as follows: One sample shall be taken at about one foot below the level of the top of the oil, as it stands in the tank car or tank; one sample from about the center of the oil as it stands in the tank car or tank, and one sample from about one foot above the outlet of said tank car or tank, and it is further agreed that the bottom of the outlet in any tank shall be at least one foot above the bottom of said tank. The three samples so taken shall be mixed together in equal parts and agitated, and a part of the mixture so obtained shall then be used for making the gasoline test and the temperature and gravity tests herein provided for.

In making tests of the specific gravity of the oil purchased and sold hereunder deductions shall be made from the gravity of oil tested at the rate of one degree (1°) Baumé for every twenty degrees (20°) of temperature above the normal of sixty degrees (60°) Fahrenheit, and additions shall be made to the gravity of such oil at the rate of one degree (1°) Beaumé for every twenty degrees (20°) of temperature below said normal of sixty degrees (60°) Fahrenheit.

It is mutually agreed that neither of the parties hereto shall be liable for delays or damages in the event of its inability to carry out this agreement by reason of strikes or other labor disturbances, war, insurrection, riot, or rebellion, or interference of civil or military authority, or interruption of business caused by fire, washouts, breakage of tankage or pipe lines, or from any other cause whatsoever not under control of either of the parties hereto, and during such periods of interruption or delay, the party of the second part shall not be required to receive, nor the party of the first part be required to deliver any of said oil, but deliveries shall commence immediately upon resumption of business.

The party of the first part agrees that it will furnish, free of cost to the party of the second part, the following storage tanks for storing said oil, when necessary: In Ventura County, storage tanks aggregating a capacity of seventy-five thousand (75,000) barrels of forty-two (42) gallons each; in Santa Barbara County, storage tanks aggregating a capacity of thirty thousand (30,000) barrels of forty-two (42) gallons each.

In the event that at any time during the term of this agreement, the tankage set apart by the party of the first part for use of the party of the second part at Ventura County, California, shall contain more than sixty thousand (60,000) barrels of oil, or the tankage set apart by the party of the first part for the use of the party of the second part in Santa Barbara County, California, shall contain more than twenty-five thousand (25,000) barrels of oil, then the party of the first part shall have the right to give written notice to the party of the second part, at its office in the Rialto Building, San Francisco, California, that unless the party of the second part shall, within four (4) days from the date of receipt of such written notice, remove at least ten thousand (10,000) barrels of oil from the said tankage, in

either of the counties of Ventura or Santa Barbara, the party of the first part will, at the expiration of said four (4) days' notice, then have the right to transport one cargo of the said oil by any of its boats, from the said tankage, at either of said places, to the refinery of the party of the second part at Richmond, California, under the following terms and conditions: From any of the ports herein named to the refinery at Richmond, California, of the party of the second part, and there deliver the oil through the pipe line of the party of the second part to its tankage, at the rate of twelve and one-eighth cents (12⅛c.) per barrel of forty-two (42) gallons each in bulk for such steamer or boat transportation, and which rate said party of the second part agrees to pay to said party of the first part for all oil so transported.

It is further agreed by the party of the second part, that in the event of making such deliveries to said second party at Richmond, California, by the party of the first part, the party of the first part shall not be compelled to pay any dockage or wharfage charge at Richmond, and the party of the first part agrees that it will give to the party of the second part, at its office in the Rialto Building, San Francisco, at least twenty-four (24) hours' written notice before any of its vessels shall arrive at said Richmond dock. The party of the second part hereby agrees to give to the party of the first part preference in dockage facilities at the said Richmond wharf, over any boat or boats belonging to the party of the second part, and it is mutually agreed that each party shall use its best endeavors to facilitate the loading and unloading of the boats or steamers of either of the parties hereto.

The party of the first part further agrees that, if requested by the party of the second part, at any time during the term of this agreement, it will transport the said crude oil at the rate and in the manner hereinbefore named, provided said party of the first part has boats or steamers, not engaged in other business, which are available and suitable for such purpose. Nothing herein contained shall be construed as requiring the party of the first part to reserve its boats for the possible necessity of transporting said oil, but, should at any time its boats be available for such purpose, and not otherwise engaged, it will put them into this service under the conditions herein named, if so requested by the party of the second part, but shall have the right to withdraw them from such service at any time that the other business of said party of the first part requires it.

It is further understood and agreed that in the event that the party of the first part has no vessels available for the transportation of said crude oil under the circumstances last above mentioned, and the said party of the second part is unable, or fails to transport said crude oil by its own vessels, then and in that event the said party of the second part must provide other transportation for such oil before the tankage at any of the places above mentioned is filled.

It is further agreed between the parties hereto, that, for convenience, the deliveries under this agreement shall be divided into quarterly periods of three (3) months each, commencing from the date of this agreement, and that it is the intention, so far as possible, to average the deliveries at the rate of one hundred and fifty thou-

sand (150,000) barrels for each and every quarterly period, and that any oil remaining undelivered at the end of such quarterly period shall not be considered available as an extra delivery during the unfilled portion of this agreement.

It is further agreed that all the petroleum distillate to be delivered under this agreement shall be of a gravity not less than forty-five degrees (45°) Beaumé at a temperature of sixty degrees (60°) Fahrenheit, and of a quality equal in all respects to the sample shipped to the party of the second part at Richmond by the party of the first part, on November 24th, 1903, and shall be subject to the same tests, and tested in the same manner as hereinabove provided for crude oil, but all of said distillate is to be delivered to the party of the second part from the boats or steamers of the party of the first part, and to be pumped by the party of the first part through the pipe line and to the tankage of the party of the second part, which runs along the said wharf of said party of the second part at Richmond, and the provisions herein contained for deliveries of said oil appertaining to prompt dockage, wharfage charges, dockage charges, shall apply to such deliveries. It is further agreed that no deliveries of said distillate shall be made except during daylight working hours.

It is further agreed between the parties hereto, that, whereas the party of the first part is now obligated to deliver large amounts of fuel oil on contracts with other parties, and it is possible it may not be able to deliver, to tide water, sufficient oil to comply with said contracts and also the oil sold under this agreement, then, and in the event of the party of the first part requiring additional fuel oil for delivery to others, if it should request the party of the second part, in writing, on or before the 24th day of any month, to sell it for delivery during the succeeding calendar month a certain amount of fuel oil, which it will specify, but not more than thirty thousand (30,000) barrels in any one calendar month, the party of the second part shall have the option of selling to the party of the first part the amount of fuel oil so specified, of a gravity of not less than fourteen degrees (14°) Baumé, at a temperature of sixty degrees (60°) Fahrenheit, all deliveries of said fuel oil to be tested at the time of delivery for water, sand, or other foreign matter, by the gasoline test, and in the manner hereinbefore provided. The party of the second part shall within five (5) days after receiving such written request from the party of the first part notify said first party, in writing, of its election under said option, and in the event of its failure to do so, said party of the first part shall have the right to assume that said party of the second part declines to sell said oil.

The party of the second part agrees that it will promptly deliver said oil, in the event that it elects so to do, on board the steamers or boats of the party of the first part at the wharf of the party of the second part at Point Richmond, California, through the pipe lines of the party of the second part.

In the event the party of the second part shall elect for any month or months not to sell the fuel oil requested of it by said party of the first part, or fails to notify said party of the first part of its election within the time herein prescribed, then the party of the

first part may withhold deliveries during such month of the crude oil herein purchased and sold to an amount equal in number of barrels to the fuel oil which it requested the party of the second part to sell to it, the oil so withheld from delivery to the party of the second part not to be sold for refining purposes. In the event, however, that the party of the second party shall require for refinery purposes the amount of crude oil which the party of the first part might so withhold, as hereinabove provided, for deliveries on its fuel oil contracts, the party of the second part can secure deliveries of the said crude oil by paying to the party of the first part a premium of two and one-half cents (2½c.) per barrel of forty-two (42) gallons each in bulk on the amount which the party of the first part might be entitled to so withhold, and by delivering to the said party of the first part an equal amount of fuel oil at sixty and one-half cents (60½c.) per barrel of forty-two (42) gallons in bulk, delivered on board its boats at the wharf of the party of the second part at Richmond, California.

The party of the first part further agrees, in consideration of the purchase of said crude oil and distillate by the party of the second part, and of the other agreements herein named to be kept and performed by the party of the second part, that the party of the first part will not engage in the manufacture or sale of any water white refined petroleum oil, prime white, standard white, or refined petroleum called by any other name, naphtha, benzine, gasoline, or distillate, of a gravity lighter than thirty-eight degrees (38°) Baumé at a temperature of sixty degrees (60°) Fahrenheit, within the county of Contra Costa, State of California, during the term of this agreement.

The party of the first part further agrees that it will not, during the term of this agreement, purchase any crude oil of a gravity lighter than twenty-five degrees (25°) Baumé at a temperature of sixty degrees (60°) Fahrenheit from others, except such crude oil as it is now under contract entitled to purchase (a list of such contracts showing the persons from whom said oil is to be purchased and the dates thereof bring hereto attached, and made a part hereof and marked "Exhibit A"), to be delivered under this agreement to the party of the second part, or to be sold by the party of the first part to any other party for refining purposes, and that it will confine its deliveries of crude oil to the party of the second part to the oil which it produces from its oil-producing properties located in Ventura, Santa Barbara, and San Luis Obispo counties and to the oils it is now under contract entitled to purchase, as shown by said Exhibit A. The party of the first part further agrees that it will not purchase any forty-five-degree (45°) gravity distillate for delivery to the party of the second part under this agreement.

The party of the first part agrees to sell and deliver all of the said oil and distillate under the conditions hereinabove named in this agreement, and the party of the second part agrees to accept and pay for all the said crude oil so delivered at the following prices, delivered on board boats or vessels at the ports of Ventura, Port Harford, and Alcatraz Landing, and in the manner herein named:

	Gravity at 60° temperature.	Price per barrel of 42 gals.
	25° to 26° Baume	95 cents
Above 26° up to and including	26½ "	96¼ "
" 26½ " "	26¾ "	97½ "
" 26¾ " "	26⅞ "	98⅝ "
" 26⅞ " "	27 "	$1.00
" 27 " "	27¼ "	1.01¼
" 27¼ " "	27½ "	1.02½
" 27½ " "	27⅞ "	1.03⅝
" 27¾ " "	28 "	1.05
" 27⅞ " "	28¼ "	1.06¼
" 28 " "	28½ "	1.07½
" 28¼ " "	28⅝ "	1.08⅝
" 28½ " "	29 "	1.10
" 28⅝ " "	29¼ "	1.11¼
" 29 " "	29½ "	1.12½
" 29¼ " "	29⅝ "	1.13⅝
" 29½ " "	30 "	1.15
" 29⅝ " "	30¼ "	1.16¼
" 30 " "	30½ "	1.17½
" 30¼ " "	30⅝ "	1.18⅝
" 30½ " "	31 "	1.20
" 30⅝ " "	31¼ "	1.21¼
" 31 " "	31½ "	1.22½
" 31¼ " "	31⅝ "	1.23⅝
" 31½ " "	32 or light'r Baume	1.25
" 31⅝ " "		

The party of the second part also agrees to accept and pay for the said petroleum distillate under the conditions herein named, four and one-half cents (4½c.) per gallon, delivered to the party of the second part at Richmond, as herein provided.

All payments by either party under this agreement shall be made on the 13th day of each and every month, for deliveries made during the preceding calendar month, excepting that it is agreed where the party of the second part fails to move the oil from the ports herein named for a period of thirty (30) days, it shall consider that seventy-five per cent (75%) of the oil standing in the tankage of the party of the first part at such ports, is a delivery, and shall pay for the same as though it had received it in its steamers, and from the time of such payment the party of the first part shall be and become the bailee of such oil so paid for, for the party of the second part, but the party of the first part agrees that it will make no charge for storage or delivery of said oil so paid for.

Where deliveries are made to the steamer or by car the party of the second part shall give to the party of the first part a receipt similar to the one herewith attached and marked "Exhibit B" and made a part hereof.

Everything herein contained which binds or affects either of the parties hereto shall in like manner bind and affect their respective successors and assigns.

In Witness Whereof, the said parties hereto have caused this agreement to be executed by their respective officers thereunto respectively duly authorized by resolution of the boards of directors of said respective parties the day and year first above written.

Union Oil Company of California,
By (Sgd) Jno. Baker, Jr.,
Mgr. Mfg. Sales & Marine Depts.

Pacific Coast Oil Co.,
By (Sgd) H. C. Breeden.

On motion of Mr. W. M. Hall, seconded by Mr. W. S. Miller, it was unanimously

"*Resolved*, That the treasurer of this corporation, Mr. H. C. Breeden, be, and he is hereby, authorized and empowered for and on behalf of this corporation to purchase crude petroleum oil at any time, and from time to time, and to enter into contracts of purchase for the same with and from individuals, firms, and corporations, upon such terms, prices, and conditions as he may deem to be for the best interests of this corporation."

The above is an extract from the minutes of the meeting of the board of directors of the Pacific Coast Oil Co. held on Monday, the 4th day of February, 1901, at 3.30 p. m., at the office of the company, Room No. 41, Sheldon Block, No. 421 Market street, San Francisco, California.

(Signed) H. C. BREEDEN,
Secretary Pacific Coast Oil Co.

PETITIONER'S EXHIBIT 945 (FOR IDENTIFICATION).

(Not offered).

PETITIONER'S EXHIBIT 946.

Whereas, W. J. Young has heretofore loaned to T. N. Barnsdall various sums of money amounting in all to seven millions five hundred thousand dollars, which said sums, together with interest thereon at the rate of six per cent per annum, remain unpaid and constitute an existing debt payable by said Barnsdall to said Young; and,

Whereas, said Barnsdall has, for the purposes of securing the payment of said debt and interest, agreed to assign and deliver to said Young certain shares of stock in the Barnsdall Oil Company, a corporation organized under the laws of the State of Delaware, and has agreed that while said debt and interest, or any part thereof, remains unpaid said Young shall receive all dividends that may be declared on said shares of stock, and shall apply said dividends towards the payment of said debt and interest; and,

Whereas, said Barnsdall has guaranteed and covenanted that the dividends to be hereafter declared and paid to said Young on said shares of stock will be sufficient to pay said debt and interest on or before the first day of February, A. D. 1914, and has further agreed that the shares of stock, the bonds, the mortgage and the interests in tracts of coal shown in the list attached hereto and marked "Schedule A," which shares of stock, bonds, mortgage and interests in tracts of coal are now in the hands of the Pittsburg Trust Company, shall be pledged to secure the faithful compliance by him, the said Barnsdall, with his said guarantee and covenant;

Now, therefore, it is agreed between the said T. N. Barnsdall of the first part, said W. J. Young of the second part, and said Pittsburg Trust Company of the third part, as follows, to-wit:

First. That the shares of stock, bonds, mortgage and interests in tracts of coal, enumerated in said Schedule "A," shall remain in the hands of said Pittsburg Trust Company to be held by it in trust and as a pledge for the faithful compliance by said Barnsdall with his said guarantee and covenant that the dividends to be paid thereafter upon the shares of stock in said Barnsdall Oil Company, to be assigned to said Young as aforesaid, will be sufficient to pay said debt and the interest on or before the first day of February, A. D. 1914.

Second. That the dividends on the shares of stock, the interest on the bonds, and on the mortgage shown in said Schedule "A," the proceeds of said mortgage in case of its payment or in case of a sale or foreclosure thereof, and the proceeds of such of said bonds as may mature prior to the payment of said debt and interest, shall be paid to said Pittsburg Trust Company, and be held by it as a further pledge for the faithful compliance by said Barnsdall with his said guarantee and covenant, and that while any part of said debt or any part of said interest remains unpaid none of the monies now in the hands of said Pittsburg Trust Company and none of the monies that may hereafter come into its hands from dividends on said shares of stock, from interest on said bonds and said mortgage, from the principal of any of said bonds that may mature, or from the principal of said mortgage, shall be withdrawn from the custody of said Pittsburg Trust Company without the written consent of said Young.

Third. That said Pittsburg Trust Company shall, on the first day of February, next, and on the first days of February and August in

each year thereafter while this agreement remains in force, pay to said Barnsdall interest at the rate of four per cent per annum upon such of the monies coming into its hands under the provisions of this agreement as may have been in its hands six months or more prior to such date. Interest shall, however, be allowed for six months only, notwithstanding the money upon which it is to be computed may have been in the hands of said Pittsburg Trust Company for more than six months, and no interest shall be allowed for monies so in the hands of said Pittsburg Trust Company for less than six months. Should any of said monies be withdrawn with the written consent of said Young, such withdrawal shall be charged against the monies first coming into the hands of said Pittsburg Trust Company under the provisions of this agreement.

Fourth. If, in case the dividends which may be paid to said Young on the shares of stock in said Barnsdall Oil Company, assigned to him by said Barnsdall as is hereinbefore recited, shall not be sufficient to pay said debt and interest on or before the first day of February, A. D. 1914, and said Barnsdall shall fail to pay the unpaid portion of said debt and interest on or before said date, the monies then in the hands of said Pittsburg Trust Company arising from dividends on the shares of stock listed in said Schedule "A," from interest on the bonds and on the mortgage listed therein, from the principal of such of said bonds as may have matured, and from the principal of said mortgage if theretofore paid or foreclosed, shall be turned over by said Pittsburg Trust Company to said Young, who shall apply the same to the payment of such unpaid portion of said debt and interest; but if such monies when so paid shall not pay said debt in full said Pittsburg Trust Company shall, upon the written request of said Young, after giving said Barnsdall fifteen days' notice in writing of the time and place of sale, sell the shares of stock, bonds, mortgage, and interests in tracts of coal listed in said Schedule "A," or sell such of them as may be necessary to pay said debt and interest in full, and the proceeds of such sale or sales shall be turned over to said Young and be applied by him to the payment of said debt and interest. All moneys which may come into the hands of said Pittsburg Trust Company from the shares of stock, bonds, mortgage, and interests in tracts of coal listed in said Schedule "A" not required to pay said debt and interest shall be paid by said Pittsburg Trust Company to said Barnsdall, and if any of the shares of stock, the bonds, the mortgage, and interests in tracts of coal shall remain in the hands of said Pittsburg Trust Company after said debt and interest shall have been paid in full, the same shall be assigned and conveyed to said Barnsdall.

Fifth. That said Barnsdall shall execute and deliver to said Pittsburg Trust Company all such irrevocable powers of attorney as may be necessary to authorize said Pittsburg Trust Company to collect and receive all dividends that may be paid on any of the shares of stock listed in said Schedule "A;" also all interest that may accrue on the bonds and the mortgage listed therein; also the principal of said mortgage and such of said bonds as may mature while said shares of stock, bonds, and mortgage remain pledged in the hands of said trust company for the purposes aforesaid, but said Barnsdall shall retain the right to vote said shares of stock at all stockholders' meetings of the respective companies so long as said shares may remain pledged

as aforesaid. The certificates for said shares of stock shall be assigned in blank by said Barnsdall and be delivered to said Pittsburg Trust Company in the same manner as certificates of stock are ordinarily assigned and delivered when pledged or deposited as collateral security.

Sixth. That said Pittsburg Trust Company shall receive as compensation for the services it hereby undertakes to perform the sum of fifteen hundred dollars, to be paid out of the income from said shares of stock, bonds and mortgage listed in said Schedule "A."

In witness whereof the said T. N. Barnsdall and the said W. J. Young have hereunto set their hands and seals, and the said Pittsburg Trust Company has hereto affixed its corporate seal and caused the same to be duly attested this 12th day of July, A. D. 1907.

Witness:
As to T. N. Barnsdall,
(Signed) EUGENE MACKEY.

T. N. BARNSDALL. [SEAL.]

W. J. YOUNG. [SEAL.]

As to W. J. Young,
R. W. CUMMINS.

Pittsburg Corp. Seal Trust Co.

PITTSBURG TRUST COMPANY,
By CHAS. H. HAYS,
Vice-Pres't.

Attest:
B. H. SMYERS,
Secy.

SCHEDULE "A."

Shares of stock, bonds, mortgage and interests in tracts of coal.

Shares of stock and bonds:

22,553 shares Pittsburg Oil and Gas Company.
4,127 shares Union Natural Gas Corporation.
602 shares Potter Gas Company, Preferred.
25,239 shares Potter Gas Company, Common.
22,025 shares Kansas Natural Gas Company.
2,500 shares El Paso Electric Company, Common.
18,000 shares Red Bank Oil Company.
900 shares Wabash Gas Company.
440,250 shares Indian Territory Illuminating Oil Company.
72 bonds Pittsburg Oil and Gas Company, 1st mtg. 6%.
1,200 bonds Pittsburg Oil and Gas Company, 3rd mtg. 6%.
80 bonds Pittsburg Oil and Gas Company, Col. Trust 6%.
5 bonds Buckeye State Gas and Fuel Company, 1st mtg. 6%.
46 bonds Kansas Natural Gas Company, 1st mtg. 6%.
1,132 bonds Kansas Natural Gas Company, 2nd mtg. 6%.
23 bonds Potter Gas Company, 1st mtg. 6%.

Mortgage: Broadway and New Street Realty Company to T. N. Barnsdall, dated August 2nd, 1905, for $500,000.

Tracts of coal in Wyoming County, West Virginia, identified by the names of the persons who granted the same to T. N. Barnsdall, the number of acres granted by each, the district in which the tracts

are situate, and the book and page of the record of the respective grants, the interest to be conveyed to the Pittsburg Trust Company therein being the undivided three-fourths:

Grantor.	Acres.	District.	Recorded.	
			Book.	Page.
J. O. Cole & wife	46	Center	30	445
J. O. Cole & wife	230	"	30	448
J. O. Cole & wife	135	"	30	455
J. O. Cole & wife	55.6	Baileysville	30	454
Elisha K. Jackson	37.6	"	30	299
John W. Jackson, jr	112.9	"	30	434
Nancy Smith et al	75.3	"	30	430
J. O. Cole & wife	31.8	"	30	529
Annie Hatfield	64	Clearfork	30	344
J. O. Cole & wife	19.5	Baileysville	30	457
J. O. Cole & wife	24	"	33	53
J. O. Cole & wife	14.6	"	30	602
Sarah Adams	116.5	Center	30	277
Walter Miller & wife	71.5	Baileysville	30	206
J. O. Cole & wife	25.5	"	30	465
Andrew L. Miller & wife	60.8	"	30	210
Cora Lockard & husband	48.6	"	30	212
Sarah J. Dameron & hus	43.8	"	30	207
Isaac Lambert	109.3	Center	30	198
Mary J. Rutherford	165.5	"	30	13
Leroy Perdew	163.3	Oceana	30	200
Thomas Jackson & wife	82.8	Center	30	112
Letha Cooper	32.4	"	30	36
John Ball & wife	235.5	"	30	73
Amanda Stewart	102.4	"	30	90
Jasper N. Cook & wife	219.9	"	30	441
Irwin J. Cook & wife	168.4	"	30	32
Enoch B. Hill & wife	47.6	"	30	53
Minerva J. Cook, widow	75.5	"	30	218
Chas. L. Stewart	88.4	"	30	47
William M. Pendry & w	25	"	30	419
William Pendry & w	79.5	"	30	1
Emily Whitenack, gdn	43.2	"	30	298
Isaac L. Privett & w	69	"	30	12
Mary Privett et al	74.2	"	30	15
John W. Pendry & wife	84.3	"	30	20
Elizabeth Pendry & hus	29	"	30	21
Harriet E. Laxton	30.8	"	30	465
Geo. W. Cox & wife	31.4	"	30	491
Ulysses G. Cline & wife	96.2	"	30	23
Thos. A. Cox & wife	37.1	"	30	133
Levi J. Sturgill	41.5	"	30	127
Jno. Williamson & wife	20.8	"	30	9
Andrew Halsey et al	44.6	"	30	231
Julia A. Wills, wid	74.1	"	30	425
John R. C. Poe & wife	76.6	"	30	221
John W. Cline, jr., & wife	18.8	"	30	56
John T. Halsey & wife	184.5	"	30	225
John H. Gilmore, spc. com	68.8	"	30	337
Isaac J. Halsey & wife	17.9	"	30	220
Arthur E. Weaver & wife	40	"	30	43
Wesley Farley & wife	27.3	"	30	45
Maston G. Farley	45.9	"	30	149
Jackson Farley	45.3	"	30	80
Ann Casort	88.2	"	30	63
John H. Farley	63.8	"	30	92
Henry M. Farley & wife	55.7	"	30	89
Minerva A. Sauls	55	"	30	186
Jackson Farley	89	"	30	266
Jesse E. Vanhoy	52.3	Slab Fork	30	4
Alonzo C. Stewart & w	62.9	Center	30	30
Venila F. Meyer	53.2	"	30	50
Robt. M. Halsey & wife	45.7	"	30	130
Wm. Baker & Eveline Baker	28.8	"	30	482
Robert M. Halsey	50.8	"	33	477
William H. Cooper & w	75.4	"	30	204
Mary A. Phileger et al	38.8	"	30	167
Eve Shannon et al	32.4	"	30	194
William Adams & wife	83.2	"	30	173
Sarah Woods	38.9	"	30	161
Ballard P. Byrd & wife	279.6	"	36	1
Do. undivided ½ of 135.5 acres	67.75	"	36	1
Chas. F. Stewart & wife	100	"	30	89
Mary C. Hall	25.8	"	30	166
Anna M. Cook & hus	32	"	30	170
John S. Lambert—cor. deed	52.25	"	30	478

Grantor.	Acres.	District.	Recorded.	
			Book.	Page.
John H. Hunt & wife	154.5	Clearfork	30	352
Matthew W. Hinkle & w	37.5	"	30	325
James H. Hunt & w	52.7	"	30	323
James W. R. Janney	44.5	"	30	299
James F. Belcher & w	242	"	30	334
Andrew J. Bradley & w	24.4	"	30	302
Lewis B. Morgan & w	44.3	"	30	305
John Bradbury & wife	187.8	"	30	308
Alex. Hatfield & wife	167.2	"	33	209
Do	151.6	"	33	209
Smith Trent & wife	66.9	"	33	75
James F. Harvey	448.9	"	30	365
Andrew F. Christian	275.7	"	30	407
Eva Walls	47.2	"	30	503
Elizabeth Goare et al	47	"	35	307
Etta Harvey & hus	209.3	"	30	382
Elizabeth A. Walls	27.5	"	30	422
Sarilda Toler & hus	41.8	"	30	416
Laura J. Walls & hus	36.4	"	30	331
Elizabeth Goare & hus	124	"	33	498
W. Perry Goare et al	102.4	"	30	493
L. Spurlock Walls & w	49.1	"	33	277
Lee C. Harvey & wife	12.3	"	30	291
Do	401.5	"	30	389
Chas. B. Stewart	49.8	Oceana	30	136
Malinda Cook & hus	223.7	Center	30	413
Chas. F. Stewart & w	268.7	Center & Oceana	30	253
Sarilda J. Cook & hus	95.5	Center	30	177
Thompson L. Walker & w	199	Oceana	30	123
John C. Cook & wife	149.7	"	30	120
John Ball & wife	68.7	"	30	117
Alonzo M. Stewart	53.8	Oceana	30	158
Eveline Browning	119.5	Center	30	288
Mary F. Stewart	258.1	Oceana	30	108
Chas. F. Stewart & wife	201.4	"	30	155
Victor M. Spence	48	Center	30	428
Ada Cooper & hus	90.5	Oceana	30	164
J. Olney Cooper & w	31.2	"	30	376
Milton Toler	183.5	Clearfork	30	500
Jas. H. Gilmore, jr., spec. com., & Sarah Cline	52.5	"	33	220
Jas. H. Gilmore & S. Cline	43.8	"	33	225
Jas. H. Gilmore, spec. com., & S. Cline	148.4	"	33	229
Jas. H. Cline, spec. com., Jas. H. Gilmore, spec. com.	69.2	"	33	234
Dixie V. Morgan et al	107	"	33	243
Siotha Hatfield & hus	35.2	"	30	379
Margaret J. Calvert	84.9	"	30	273
Wilson Morgan & wife	302.1	"	35	210
Mark Canady & wife	91.5	"	33	28
Edward S. Harless	60	Huffs Creek	33	214
Millard F. Hill	77.8	Baileysville	30	215
J. O. Cole & wife	79	"	30	467
J. O. Cole & wife	41.4	"	33	57
J. O. Cole & wife	35.6	"	30	470
J. O. Cole & wife	30	"	30	472
J. O. Cole & wife	57.6	"	30	475
Ward Hatfield & wife	83.3	Huffs Creek	30	523
Lee Hatfield & wife	74.5	"	30	520
James H. Gilmore, sp. com	159	Clearfork	30	346
Ossola J. McDonald	88	Baileysville	30	316
Emma H. Vandivort	135	Center	30	183
Rebecca E. Shannon	128.3	Clearfork	30	280
Lee A. Walker & wife	31.1	"	30	319
John C. Tilley & wife	306.9	Slab Fork	30	26
James L. Stephenson	60.4	Center	30	86
Randa Goodman & hus	35.4	Clearfork	30	431
John C. Brinegar	34.4	Center	36	109
Edward Brinegar	35.3	"	30	83
Allie Blankenship & h	34.4	"	30	72
Julia Ann Sizemore	49.6	"	30	366-70
Eveline J. Brinegar et al	134.7	"	30	64
Dan W. Cook & wife	63.1	"	30	69
J. Everett Poe & wife	64.8	"	33	115
Maston G. Farley & w	22.7	"	33	306
Maston G. Farley et al	23.4	"	33	485
David I. Cox & wife	25.5	"	30	6
Wm. S. Farley	31.9	"	30	250
Isaac F. Cook & wife	72.3	"	30	152
James P. Lambert & wife	297.6	Oceana	30	312
Creed F. Smoot & wife	94.3	Clearfork	30	396
James E. Smith & wife	6.4	Center	30	115
R. Wade Cook & wife	84.3	"	33	466

Grantor.	Acres.	District.	Recorded.	
			Book.	Page.
Chas. F. Stewart & w	86.2	Oceana	30	30
Humphrey Bailey & wife	180.8	"	30	141
David C. Bailey & wife	403.4	"	30	142
Geo. C. Bailey & wife	33.6	"	30	144
Rush Elkins	52.8	"	30	145
Wesley Elkins & wife	38	"	30	147
Mary V. Cline et al	95.6	Clearfork	33	84
Silas Jackson & wife	88.3	Center	36	274
Martha E. Browning & hus	50.7	"	33	280
R. W. Cook & wife et al	105.8	"	30	134
R. W. Cook, spec. com., conveys 4/6 of 105.8 A	70.5	"	30	139
Walter R. Cook & wife	48.3	"	30	136
Walter R. Cook & wife	46.8	"	30	137
James A. Cooper & wife	103.6	"	30	132
Wm. G. Cook & wife	15	"	30	138
A. Mathews Bailey & w	33.9	"	30	140
Vasa B. Jones, Gdn	66.4	"	30	67
Mary J. Jones & hus., an undivided 1/2-11.6	5.8	Oceana	33	37
Margaret V. Lambert & hus	122.4	Center	30	130
Kelley A. Stewart et al	64.3	Oceana	30	131
Gilven E. Walker & wife	69.1	"	30	133
Robert Stewart	15.4	"	30	135
Wiley W. Smith	54.3	Center	30	129
A. J. Findley	41.1	"	30	127
Lelan T. Stimpson & w	36	"	30	128
Josiah Cook & wife	194.5	"	33	101
John Ball & wife	32.4	"	30	50
Amanda Blankenship & hus	85.6	Clearfork	30	154
Minerva J. Brooks & h	64.2	Center	33	313
William B. Cook & wife	38.7	"	35	233
Everett R. Christian	8.2	Clearfork	33	119
Alonzo C. Stewart & wife	9.7	Center	33	309
David E. Cline & wife	166	"	33	305

PETITIONER'S EXHIBIT 947.

Whereas W. J. Young, of the city of Pittsburg and State of Pennsylvania, has heretofore loaned to T. N. Barnsdall, of the same place, certain sums of money, amounting in the aggregate to seven millions five hundred thousand dollars, which sums, together with interest thereon at the rate of six per cent per annum, remain unpaid, and constitute an existing debt payable by said Barnsdall to said Young; and

Whereas said Barnsdall desires to secure the payment of said sum with the interest now due, and that may hereafter become due thereon, to said Young:

Therefore, it is agreed between said W. J. Young and said T. N. Barnsdall as follows, viz:

That for the purpose of securing the payment of said debt and interest thereon at the rate of six per cent per annum said Barnsdall shall assign and transfer or cause to be assigned and transferred to said Young ninety-nine thousand nine hundred and seventy-nine shares of the capital stock of the Barnsdall Oil Company, a corporation organized under the laws of the State of Delaware, and shall also assign and transfer or cause to be assigned and transferred to such other persons as may be named by said Young the remaining twenty-one shares of said capital stock.

That all dividends hereafter declared on said ninety-nine thousand nine hundred and seventy-nine shares of stock shall be paid to said Young and shall be applied by him from time to time as the same shall be paid, first to the payment of the interest on said debt, and next to the payment of the principal thereof until said debt and interest shall be fully paid.

Said Barnsdall hereby guarantees and covenants that the dividends to be declared on said ninety-nine thousand nine hundred and seventy-nine shares of stock will be sufficient to pay said debt and interest on or before the first day of February, A. D. 1914, and that if said dividends shall not be sufficient to pay said debt and interest on or before said date, he, the said Barnsdall, will pay to said Young such sum as it may be necessary to add to said dividends for the purpose of paying said debt and interest in full. Said Barnsdall further agrees that the shares of stock, bonds, mortgage, and interests in tracts of coal shown in the list hereto attached marked Schedule "A," all of which are owned by him, the said Barnsdall, and are now in the hands of the Pittsburg Trust Company, of Pittsburg, Pa., shall remain in the hands of said Pittsburg Trust Company and shall be held by it as a pledge for the faithful compliance by him, the said Barnsdall, with his said guarantee and covenant that the dividends to be paid hereafter on said shares of stock in the Barnsdall Oil Company will be sufficient to pay said debt and interest on or before February first, A. D. 1914.

The dividends which may be declared on the shares of stock shown in said Schedule "A," the interest which may accrue on the bonds and on the mortgage shown in the same schedule, the principal of said mortgage and the principal of such of said bonds as may mature while said debt or any part thereof remains unpaid, shall be paid to and retained by said Pittsburg Trust Company as a further pledge

for the faithful compliance by said Barnsdall with his guarantee and covenant aforesaid.

In case the dividends from said shares of stock in the Barnsdall Oil Company shall be insufficient to pay said debt and interest on or before the first day of February, A. D. 1914, and said Barnsdall shall also fail to pay said Young the sum necessary to be added to said dividends for the purpose of paying said debt and interest, the dividends from the shares of stock shown in said Schedule "A," the interest on the bonds and on the mortgage shown in the same schedule, and the principal of such of said bonds as may have matured, together with the principal of said mortgage if the same shall have been paid, shall be turned over by said Pittsburg Trust Company to said Young, who shall apply the same towards the payment of said debt and the interest thereon. If, however, said last-named dividends, interest and principal, when so applied shall not be sufficient to pay said debt and interest in full, said Pittsburg Trust Company, upon the request of said Young, and after giving said Barnsdall fifteen days' notice of the time and place of sale, shall sell the shares of stock, bonds, and interests in tracts of coal shown in said Schedule "A," or such of them as may be necessary, and shall also, if need be, sell or foreclose said mortgage if the same shall not have been previously paid or foreclosed, and shall turn the proceeds over to said Young until the monies received by him as dividends from said shares of stock in the Barnsdall Oil Company, from dividends on the shares of stock shown in said Schedule "A," from interest on the bonds and the mortgage shown in the same schedule, from proceeds of matured bonds, sales of shares of stock, sales of bonds, payment, sale, or foreclosure of said mortgage, and from sales of said interests in tracts of coal shall together be sufficient to pay said debt and interest, and the shares of stock, bonds, mortgage, and interest in coal lands, if any of them shall then remain in the hands of said Pittsburg Trust Company, shall be reassigned and delivered by it to said Barnsdall. If, however, the dividends received by said Young from said shares of stock in the Barnsdall Oil Company shall be sufficient to pay said debt and interest on, or at any time prior to, said first day of February, A. D. 1914, the shares of stock, bonds, mortgage, and interests in tracts of coal shown in said Schedule "A," together with the income and proceeds thereof, shall, immediately upon said debt and interest being paid in full, be re-assigned, re-conveyed, and delivered by said Pittsburg Trust Company to said Barnsdall.

Said Barnsdall shall, upon the execution of this agreement, convey or cause to be conveyed to said Barnsdall Oil Company, all of the leases, interests in leases, and all other estates and rights of him, the said Barnsdall, not heretofore conveyed by him to said Barnsdall Oil Company, upon and in the lands situate in the Osage Indian Reservation, Oklahoma Territory, enumerated in Schedule "B," hereto attached, which schedule shall be taken as part hereof. The acreage of the leases, interests in leases, and other estates and rights of said Barnsdall in the lands enumerated in said Schedule "B," is represented by him to be not less than three hundred and sixty thousand, estimating each undivided interest owned by said Barnsdall as equivalent to the number of acres it would represent if the land were divided according to acreage among the several owners of undivided interests

therein, and said Barnsdall agrees that if said acreage, when estimated in the manner aforesaid, shall be found less than three hundred and sixty thousand, he will procure and convey to said company such other acreage as may be needed to make up the aggregate of three hundred and sixty thousand. Said leases, interests in leases, estates and rights shall be conveyed as aforesaid to said Barnsdall Oil Company free and clear of liens and encumbrances, except a certain mortgage made by the Arkansas Valley Oil and Gas Company to the Union Trust Company, of Pittsburg, Pa., upon a portion of said lands, but said Barnsdall covenants and agrees to pay said mortgage when and as the same becomes payable, and that he will protect and indemnify said Barnsdall Oil Company against liability for the payment of said mortgage and any part thereof.

Said Young shall assume the management of the business of said Barnsdall Oil Company and shall have the right to continue in the management thereof, or, in case he can not personally manage said business, to appoint another or others to manage the same, so long as said debt or any part thereof remains unpaid.

The wells owned and that may hereafter be owned, wholly or in part, by said company shall be operated, and other wells shall be drilled by said company in such manner and at such times and places as will, in the judgment of said Young, be most profitable and advantageous to said company.

Said Barnsdall shall not be obliged to convey to said Barnsdall Oil Company any gas rights or interests in the lands listed in said Schedule "B," but gas may at all times hereafter be taken from said lands without compensation to the owner of the gas right, and be used to drill and operate the wells of said company. Said gas may be taken from any well or wells now or hereafter drilled on said lands or any of them, but said Barnsdall Oil Company shall, in taking gas from any well belonging to the owner of the gas right in the land upon which such well may be located, comply with any reasonable regulations such owner may require to secure safety and prevent waste of gas. Should such taking of gas from any well render the owner of the gas right in the land upon which the well may be located liable for the payment of gas royalty which such owner would otherwise not be liable for, said Barnsdall Oil Company shall pay the same to the owner of the gas right.

This agreement shall be binding upon and enure to the benefit of the said T. N. Barnsdall, his heirs, executors, administrators, and assigns, and shall be binding upon and enure to the benefit of the said W. J. Young, his heirs, executors, administrators, and assigns.

In witness whereof the said T. N. Barnsdall and W. J. Young have hereunto set their hands and seals the 12th day of July, A. D. 1907.

T. N. BARNSDALL. [SEAL.]
W. J. YOUNG. [SEAL.]

In presence of
EUGENE MACKEY,
as to T. N. Barnsdall.
R. W. CUMMINS,
as to W. J. Young.

SCHEDULE "A."

Shares of stock, bonds, mortgage, and interests in tracts of coal.

Shares of stock and bonds:

22,553 shares Pittsburg Oil and Gas Company.
4,127 shares Union Natural Gas Corporation.
602 shares Potter Gas Company, preferred.
25,239 shares Potter Gas Company, common.
22,025 shares Kansas Natural Gas Company.
2,500 shares El Paso Electric Company, common.
18,000 shares Red Bank Oil Company.
900 shares Wabash Gas Company.
440,250 shares Indian Territory Illuminating Oil Company.
72 bonds Pittsburg Oil and Gas Company, 1st mtg. 6%.
1,200 bonds Pittsburg Oil and Gas Company, 3rd mtg. 6%.
80 bonds Pittsburg Oil and Gas Company, Col. Trust 6%.
5 bonds Buckeye State Gas and Fuel Company, 1st mtg. 6%.
46 bonds Kansas Natural Gas Company, 1st mtg. 6%.
1,132 bonds Kansas Natural Gas Company, 2nd mtg. 6%.
23 bonds Potter Gas Company, 1st mtg. 6%.

Mortgage: Broadway and New Street Realty Company to T. N. Barnsdall, dated August 2nd, 1905, for $500,000.00.

Tracts of coal in Wyoming County, West Virginia, identified by the names of the persons who granted the same to T. N. Barnsdall, the number of acres granted by each, the district in which the tracts are situate, and the book and page of the record of the respective grants. The interest to be conveyed to the Pittsburg Trust Company therein being the undivided three-fourths:

Grantor.	Acres.	District.	Recorded.	
			Book.	Page.
J. O. Cole & wife	46	Center	30	445
J. O. Cole & wife	230	"	30	448
J. O. Cole & wife	135	"	30	451
J. O. Cole & wife	55.6	Baileysville	30	454
Elisha K. Jackson	37.6	" "	30	238
John W. Jackson, jr	112.9	" "	30	434
Nancy Smith et al	75.3	" "	30	430
J. O. Cole & wife	31.8	" "	30	539
Annie Hatfield	64	Clearfork	30	344
J. O. Cole & wife	19.5	Baileysville	30	457
J. O. Cole & wife	24	"	33	53
J. O. Cole & wife	14.6	"	30	462
Sarah Adams	116.5	Center	30	277
Walter Miller & wife	71.5	Baileysville	30	235
J. O. Cole & wife	25.5	"	30	465
Andrew L. Miller & wife	60.8	"	30	210
Cora Lockard & husband	48.6	"	30	212
Sarah J. Demeron & hus	43.8	"	30	207
Isaac Lambert	109.3	Center	30	198
Mary J. Rutherford	165.5	"	30	18
Leroy Perdew	163.3	Oceana	30	200
Thomas Jackson & wife	82.8	Center	30	112
Letha Cooper	32.4	"	30	36
John Ball & wife	235.8	"	30	75
Amanda Stewart	102.4	"	30	90
Jasper N. Cook & wife	219.9	"	30	441
Irvin J. Cook & wife	168.4	"	30	22
Enoch B. Hill & wife	47.6	"	30	53
Minerva J. Cook, widow	75.5	"	30	218
Chas. L. Stewart	88.4	"	30	47
William M. Pendry & w	25	"	30	419
William Pendry & w	79.5	"	30	1
Emily Whitenack, gdn	43.2	"	30	228

Grantor.	Acres.	District.	Recorded. Book.	Page.
Isaac L. Privett & w	69	Center	30	12
Mary Privett et al	74.2	"	30	15
John W. Pendry & wife	84.3	"	30	29
Elizabeth Pendry & hus	29	"	30	21
Harriet E. Laxton	30.8	"	30	485
Geo. W. Cox & wife	31.4	"	30	491
Ulysses G. Cline & wife	96.2	"	30	23
Thos. A. Cox & wife	37.1	"	30	133
Levi J. Sturgill	41.5	"	30	127
Jno. Williamson & wife	20.8	"	30	9
Andrew Halsey et al	44.6	"	30	231
Julia A. Wills, wid	74.1	"	30	425
John R. C. Poe & wife	76.6	"	30	221
John W. Cline, jr., & wife	18.8	"	30	56
John T. Halsey & wife	184.5	"	30	225
John H. Gilmore, spc. com	68.8	"	30	337
Isaac J. Halsey & wife	17.9	"	30	229
Arthur E. Weaver & wife	40	"	30	42
Wesley Farley & wife	27.3	"	30	45
Maston G. Farley	45.9	"	30	149
Jackson Farley	45.3	"	30	80
Ann Casort	88.2	"	30	62
John H. Farley	63.8	"	30	92
Henry M. Farley & wife	55.7	"	30	89
Minerva A. Sauls	55	"	30	186
Jackson Farley	89	"	30	295
Jesse E. Vanhoy	52.3	Slab Fork	30	4
Alonzo C. Stewart & w	62.9	Center	30	39
Venila F. Meyer	53.2	"	30	50
Robt. M. Halsey & wife	45.7	"	30	130
Wm. Baker & Eveline Baker	28.8	"	30	482
Robert M. Halsey	50.8	"	33	477
William H. Cooper & w	75.4	"	30	204
Mary A. Philoger et al	38.8	"	30	167
Eve Shannon et al	32.4	"	30	194
William Adams & wife	83.2	"	30	173
Sarah Woods	38.9	"	30	161
Ballard P. Byrd & wife	279.6	"	36	1
Ballard P. Byrd & wife, undivided ½ of 135.5 acres	67.75	"	36	1
Chas. F. Stewart & wife	100	"	30	59
Mary C. Hall	25.8	"	30	105
Anna M. Cook & hus	32	"	30	170
John S. Lambert, cor. deed	52.25	"	30	478
John H. Hunt & wife	154.5	Clearfork	30	352
Matthew W. Hinkle & w	37.5	"	30	325
James H. Hunt & w	52.7	"	30	328
James W. R. Janney	44.5	"	30	299
James F. Belcher & w	242	"	30	334
Andrew J. Bradley & w	24.4	"	30	302
Lewis B. Morgan & w	44.3	"	30	305
John Bradbury & wife	187.8	"	30	308
Alex Hatfield & wife	167.2	"	33	209
Do	151.6	"	33	209
Smith Trent & wife	66.9	"	33	75
James F. Harvey	447.9	"	30	385
Andrew P. Christian	275.7	"	30	407
Eva Walls	47.2	"	30	503
Elizabeth Goare et al	47	"	35	307
Etta Harvey & hus	209.3	"	30	382
Elizabeth A. Walls	27.5	"	30	422
Sarilda Toler & hus	41.8	"	30	416
Laura J. Walls & hus	36.4	"	30	331
Elizabeth Goare & hus	124	"	33	498
W Perry Goare et al	102.4	"	30	493
L. Spurlock Walls & w	49.1	"	33	277
Lee C. Harvey & wife	12.3	"	30	291
Do	401.5	"	30	389
Chas. B. Stewart	49.8	Oceana	30	136
Malinda Cook & hus	223.7	Center	30	413
Chas. F. Stewart & w	268.7	Center & Oceana	30	253
Sarilda J. Cook & hus	95.5	Center	30	177
Thompson L. Walker & w	199	Oceana	30	123
John C. Cook & wife	149.7	"	30	120
John Ball & wife	68.7	"	30	117
Alonzo M. Stewart	53.8	"	30	158
Eveline Browning	119.5	Center	30	288
Mary F. Stewart	258.1	Oceana	30	108
Chas. F. Stewart & wife	201.4	"	30	185
Victor M. Spence	48	Center	30	428
Ada Cooper & hus	90.5	Oceana	30	164
J Olney Cooper & w	31.2	"	30	376

Grantor.	Acres.	District.	Recorded.	
			Book.	Page.
Milton Toler	183.5	Clearfork	30	80
Jas. H. Gilmore, jr				
Spec. Com. & Sarah Cline	52.5	"		
James H. Gilmore & S. Cline	43.8	"	33	220
Jas. H. Gilmore, Spec. Com. & S. Cline	148.4	"	33	225
Jas. H. Cline, Spec. Com			33	229
Jas. H. Gilmore, Spec. Com	69.2	"		
Dixie V. Morgan et al	107	"	33	234
Slotha Hatfield & hus	35.2	"	33	242
Margaret J. Calvert	84.9	"	30	57
Wilson Morgan & wife	302.1	"	30	272
Mark Canady & wife	91.5	"	33	210
Edward S. Harless	60	Huffs Creek	33	8
Millard F. Hill	77.8	Baileysville	33	214
J. O. Cole & wife	79	"	30	235
J. O. Cole & wife	41.4	"	30	67
J. O. Cole & wife	35.6	"	33	5
J. O. Cole & wife	30	"	30	60
J. O. Cole & wife	57.6	"	30	67
Ward Hatfield & wife	83.3	Huffs Creek	30	61
Lee Hatfield & wife	74.5	"	30	62
Jas. H. Gilmore, Sp. Com	150	Clearfork	30	63
Oceola J. McDonald	88	Baileysville	30	346
Emma H. Vandivort	135	Center	30	316
Rebecca E. Shannon	128.3	Clearfork	30	182
Lee A. Walker & wife	31.1	"	30	280
John C. Tilley & wife	306.9	Slab Fork	30	310
James L. Stephenson	60.4	Center	30	5
Randa Goodman & hus	35.4	Clearfork	30	80
John C. Brinegar	34.4	Center	30	61
Edward Brinegar	35.3	"	36	109
Allie Blankenship & h	34.4	"	30	62
Julia Ann Sizemore	49.6	"	30	72
Eveline J. Brinegar et al	134.7	"	30	306-70
Dan. W. Cook & wife	63.1	"	30	64
J. Everett Poe & wife	64.8	"	30	66
Maston G. Farley & w	22.7	"	33	113
Maston G. Farley et al	23.4	"	33	306
David I. Cox & wife	25.5	"	33	65
Wm. S. Farley	31.9	"	30	4
Isaac F. Cook & wife	72.3	"	30	320
James P. Lambert & wife	297.6	Oceana	30	132
Creed F. Smoot & wife	94.3	Clearfork	30	312
James E. Smith & wife	6.4	Center	30	306
R. Wade Cook & wife	84.3	"	30	115
Chas. F. Stewart & w	86.2	Oceana	33	66
Humphrey Bailey & wife	180.8	"	30	240
David C. Bailey & wife	403.4	"	30	142
Geo. C. Bailey & wife	33.6	"	30	145
Rush Elkins	52.8	"	30	264
Wesley Elkins & wife	38	"	30	102
Mary V. Cline et al	95.6	Clearfork	30	96
Silas Jackson & wife	88.3	Center	33	321
Martha F. Browning & hus	50.7	"	36	224
R. W. Cook & wife et al	105.8	"	33	200
R. W. Cook, Spec. Com., conveys ½ of 105.8 A	70.5	"	30	338
Walter R. Cook & wife	48.3	"	30	339
Walter R. Cook & wife	46.8	"	30	261
James A. Cooper & wife	103.6	"	30	317
Wm. G. Cook & wife	15	"	30	247
A. Mathews Bailey & w	33.9	"	30	326
Vasa B. Jones, gdn	66.4	"	30	407
Mary J. Jones & hus. an undivided ¼—11.6	5.8	Oceana	30	267
Margaret V. Lambert & hus	122.4	Center	33	180
Kelley A. Stewart et al	64.3	Oceana	30	191
Gilven E. Walker & wife	69.1	"	30	373
Robert Stewart	15.4	"	30	180
Wiley W. Smith	54.3	Center	30	138
A. J. Findley	41.1	"	30	337
Lelan T. Stimpson & w	36	"	30	322
Josiah Cook & wife	194.5	"	33	301
John Ball & wife	32.4	"	30	359
Amanda Blankenship & hus	85.6	Clearfork	30	314
Minerva J. Brooks & h	64.2	Center	33	312
William B. Cook & wife	38.7	"	35	238
Everett R. Christian	8.2	Clearfork	33	139
Alonzo C. Stewart & wife	9.7	Center	33	300
David E. Cline & wife	166	"	33	309

SCHEDULE B.

Lands in Osage Indian Reservation, Oklahoma Territory.

Lots numbered 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 49, 70, 71, 74, 78, 79, 80, 83, 87, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 150, 151, 154, 157, 158, 174, 175, 176, 177, 178, 183, 184, 186, 191, 192, 193, 198, 201, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 226, 233, 234, 235, 236, 237, 238, 239, 240, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 265, 267, 273, 274, 276, 278, 279, 283, 286, 287, 288, 289, 290, 291, 294, 295, 296, 308, 309, 310, 312, 313, 314, 315, 318, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, and 347 in a plan on file in the office of the Indian Territory Illuminating Oil Company, at Bartlesville, Indian Territory.

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35, and 36, Township 20 N., Range 10 E.

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36, Township 21 N., Range 10 E.

Sections 2, 3, 4, 7, 9, 10, 13, 15, 17, 19, 23, 24, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36, Township 22 N., Range 10 E.

Sections 1, 2, 3, 4, 5, 11, 12, 13, 14, 16, 21, 22, 26, 27, 29, 30, 31, 34, and 35, Township 23 N., Range 10 E.

Sections 1, 3, 4, 5, 9, 11, 15, 16, 17, 18, 19, 20, 23, 28, 30, 31, 32, 33, 34, 35, and 36, Township 24 N., Range 10 E.

Sections 4, 5, 6, 8, 10, 11, 12, 13, 14, 15, 17, 19, 21, 22, 23, 24, 25, 26, 27, 30, 31, and 32, Township 25 N., Range 10 E.

Sections 12, 20, 21, 23, 24, 25, 26, 29, 31, 32, 33, 34, 35, and 36, Township 26 N., Range 10 E.

Sections 1, 10, and 15, Township 27 N., Range 10 E.

Sections 13, 16, 17, 18, 19, 20, 21, 28, 29, and 30, Township 28 N., Range 10 E.

Sections 15 and 36, Township 29 N., Range 10 E.

Sections 1 and 10, Township 20 N., Range 9 E.

Sections 5, 6, 9, 10, 11, 16, 17, 19, 20, 21, 22, 23, 24, 26, 27, 30, 33, and 35, Township 21 N., Range 9 E.

Sections 5, 11, 25, 26, and 33, Township 22 N., Range 9 E.

Sections 6 and 34, Township 23 N., Range 9 E.

Sections 2, 3, 7, 8, 9, 10, 12, 13, 16, 17, 18, 19, 20, 21, 24, 25, 26, and 32, Township 24 N., Range 9 E.

Sections 15, 20, 23, 27, 29, 32, 33, and 34, Township 25 N., Range 9 E.

Sections 28 and 34, Township 26 N., Range 9 E.

Sections 19, 29, 30, 31, and 32, Township 29 N., Range 9 E.

Section 28, Township 29 N., Range 8 E.

Section 2, Township 22 N., Range 8 E.

Sections 1 and 33, Township 26 N., Range 8 E.

Sections 11 and 13, Township 22 N., Range 8 E.

Sections 1 and 2, Township 21 N., Range 8 E.

Sections 2 and 10, Township 25 N., Range 6 E.

Section 34, Township 26 N., Range 5 E.

Lands in the Creek and Cherokee Nations, Indian Territory.

The N. ½ of SW. ¼ of Section 33, Township 25 N., Range 14 E.

The NW. ¼ of NE. ¼ of SE. ¼; NE. ¼ of NW. ¼ of SE. ¼; SE. ¼ of SW. ¼ of NE. ¼ of Section 36, Township 27 N., Range 13 E.

The SW. ¼ of NE. ¼ of SE. ¼ of Section 36, Township 27 N., Range 13 E.; S. ½ of SE. ¼ of NW. ¼; NE. ¼ of SE. ¼ of NW. ¼ and SW. 10 acres of Lot 2, and SE. 10 acres of Lot 3, of Section 1, Township 26 N., Range 13 E.

The N. ½ of NW. ¼, less one (1) acre, reserved for Cotton Valley schoolhouse, Section 35, Township 29 N., Range 13 E.

The E. ½ of SE. ¼ of NE. ¼; E. ½ of NE. ¼ of SE. ¼ of Section 21, Township 29 N., Range 13 E.

The N. ½ of SE. ¼ of SE. ¼ of Section 21; W. ½ of NW. ¼ of SW. ¼ of Section 22, Township 29 N., Range 13 E.

The W. ½ of NE. ¼ of SE. ¼; W. ½ of SE. ¼ of NE. ¼ of Section 21, Township 29 N., Range 13 E.

The N. ½ of NW. ¼ of Section 14, Township 26 N., Range 14 E.

The SW. ¼ of SW. ¼ and S. ½ of SE. ¼ of SW. ¼; SE. ¼ of SW. ¼ of NW. ¼, and NE. ¼ of NW. ¼ of SE. ¼ of Section 14; NW. ¼ of NW. ¼ of NW. ¼; SW. ¼ of NE. ¼ of NW. ¼ of Section 23, Township 29 N., Range 13 E.

The SE. ¼ of NE. ¼; SW. ¼ of NE. ¼; SE. ¼ of NE. ¼ of NE. ¼ of Section 13, Township 25 N., Range 13 E.

The NE. ¼ of NE. ¼ of Section 27; NE. ¼ of NW. ¼ of NW. ¼; W. ½ of NW. ¼ of NW. ¼; W. ½ of NE. ¼ of NW. ¼ of Section 26, Township 29 N., Range 13 E.

The SW. ¼ of NW. ¼; W. ½ of SE. ¼ of NW. ¼ of Section 24, Township 29 N., Range 13 E.

The SW. 10 acres of Lot 4 of Section 1, Township 28 N., Range 13 E.

Lot 2 of Section 15, Township 29 N., Range 13 E.

The S. ½ of SE. ¼ of Section 33, Township 29 N., Range 13 E.; N. 19.72 acres of Lot 3, SW. 10 acres of Lot 3; all of Lot 4, and NW. ¼ of NW. ¼ of SW. ¼ of Section 2, Township 28, N. Range 13 E.

The SE. ¼ of SW. ¼; SE. ¼ of NE. ¼ of SW. ¼ of Section 17, Township 23 N., Range 14 E.

The SE. ¼ of NW. ¼; S. ½ of NE. ¼ of NW. ¼ of Section 30, Township 29 N., Range 14 E.

The SW. ¼ of NE. ¼; S. ½ of NW. ¼ of NE. ¼ of Section 30, Township 29 N., Range 14 E.

The NW. ¼ of SE. ¼; N. ½ of SW. ¼ of SE. ¼ of Section 30, Township 29 N., Range 14 E.

The SE ¼ of SW ¼; E 20 acres of Lot 4; SW. 9.84 acres of Lot 4 of Section 30, Township 29 N., Range 14 E.

The N. 20.21 acres of Lot 3, Section 1; N. 20.01 acres of Lot 4, Section 1; NE. 9.95 acres of Lot 1, Section 2, Township 28 N., Range 13 E.

The SE ¼ of NE ¼ of SW ¼; SE ¼ of SW. ¼ of Section 33, Township 29 N., Range 13 E.; N 19.46 acres of Lot 2, and SW. 10 acres of Lot 2, Section 3, Township 28 N., Range 13 E.

The NW. ¼ of NE ¼; N. ½ of SW. ¼ of NE. ¼ of Section 31, Township 29 N., Range 14 E.

The S ½ of SE. ¼ of Section 19, Township 29 N., Range 14 E.

The S. ½ of NW. ¼ of Section 36, Township 29 N., Range 13 E.

The N. ½ of NE ¼ of SW. ¼; SW. ¼ of NE. ¼ of SW. ¼, Section 17; E. ½ of NE. ¼ of NW. ¼; NW. ¼ of NE. ¼ of NW. ¼ of Section 20, Township 23 N., Range 14 E.

The NE. ¼ of NE. ¼ of NE. ¼; S. ½ of NE. ¼ of NE. ¼; N. ½ of SE. ¼ of NE. ¼ of Section 27, Township 25 N., Range 13 E.; Lot 4, containing 6.29 acres, of Section 14, Township 23 N., Range 12 E.

The W. 19.53 acres of Lot 1, Section 31; NE. 10 acres Lot 1, Section 31; S. 19.70 acres of Lot 4 of Section 30; SE. 10 acres of Lot 1; S. 19.92 acres of Lot 3 of Section 31, Township 29 N., Range 15 E.

The SW. ¼ of Section 10, Township 14 N., Range 18 E.

The NW. ¼ of NE. ¼ of Section 17, Township 19 N., Range 12 E.; SW. ¼ of NE. ¼ of Section 17, Township 19 N., Range 12 E.; W. ½ of SE. ¼ of Section 20, Township 19 N., Range 12 E.

The W. ½ of SE ¼; SE. ¼ of SW. ¼ and Lot 7 of Section 9, Township 19 N., Range 12 E.

The S. ½ of SW. ¼; NW. ¼ of SW. ¼ of Section 16, Township 19 N., Range 12 E.

The W. ½ of NW. ¼ of Section 22, Township 19 N., Range 12 E.

The NE. ¼ of SW. ¼; S. ½ of NE. ¼ of Section 16, Township 19 N., Range 12 E.

The W. ½ of NW. ¼ of Section 26, Township 19 N., Range 12 E.

The NW. ¼ of NW. ¼ of Section 21; SE. ¼ of SE. ¼ of Section 20, Township 19 N., Range 12 E.

The NE. ¼ of SW. ¼; S. ½ of NE. ¼ and Lot 1 of Section 5, Township 19 N., Range 12 E.

The E. ½ of SW. ¼ of Section 10; E. ½ of NW. ¼ of Section 14, Township 19 N., Range 12 E.

The S. ½ of NE. ¼ of Section 23, Township 21 N., Range 12 E.

The SW. ¼ of SW. ¼ of Section 13; and NW. ¼ of NW. ¼ of Section 24, Township 21 N., Range 12 E.

The N. ½ of NE. ¼ of Section 24, Township 21 N., Range 12 E.

The S. ½ of SE. ¼ of Section 28, Township 27 N., Range 13 E.

The SW. ¼ of SE. ¼ and SW. ¼ of NE. ¼ of Section 33, Township 27 N., Range 13 E.

The W. ½ of NE. ¼ of NW. ¼, less $\frac{58}{100}$ acres M. K. & O. R. R. right of way, and 1.84 acres K. O. C. & S. R. R. right of way; SE. ¼ of NW. ¼ of SE. ¼; N. ½ of SW. ¼ of SE. ¼; N. ½ of NW. ¼ of SE. ¼; SW. ¼ of NW. ¼ of SE. ¼ of Section 32, Township 27 N., Range 13 E.

The SW. ¼ of NE. ¼ of SW. ¼; SE. ¼ of NW. ¼, less $\frac{58}{100}$ acres K. O. C. & S. R. R. right of way and 1.74 acres M. K. & O. R. R. right of way; N. ½ of NE. ¼ of SW. ¼; SE. ¼ of NE. ¼ of SW. ¼ of Section 32, Township 27 N., Range 13 E.

The N. ½ of SE. ¼ of Section 28, Township 27 N., Range 13 E.

The N. ½ of NW. ¼ of Section 33, Township 27 N., Range 13 E.

The N. ½ of NE. ¼ of Section 33, Township 27 N., Range 13 E.

The SE. ¼ of NE. ¼; NE. ¼ of SE. ¼ of Section 33, Township 27 N., Range 13 E.

The SW. ¼ of NE. ¼ of Section 28, Township 27 N., Range 13 E.

The SW. ¼ of SW. ¼ of Section 28, Township 27 N., Range 13 E.

The E. ½ of the SE. ¼ of Section 29, Township 27 N., Range 13 E., less right of way M. K. & O. R. R.

The SE. ¼ of SW. ¼ of Section 26, Township 27 N., Range 13 E.

The W. ½ of SE. ¼ of Section 29, Township 27 N., Range 13 E., less right of way K. O. C. & S. R. R.

The N. ½ of NE. ¼ of Section 32, Township 27 N., Range 13 E.

The W. ½ of SW. ¼ of Section 27 Township 27 N., Range 13 E.

The E. ½ of SW. ¼ of SE. ¼ of NW. ¼; SW. ¼ of NE. ¼ of Section 17, Township 24 N., Range 17 E.

The W. ½ of SW. ¼ of NW. ¼ and W. ½ of SE. ¼ of NW. ¼ of Section 24, Township 29 N., Range 13 E.

The S. ½ of NE. ¼ of Section 18, Township 27 N., Range 13 E., except 20 acres in the NE. corner thereof.

The N. 21.04 acres of lot 1 of Section 4, Township 27 N., Range 13 E., and NW. ¼ of NE. ¼ of SW. ¼, and S. ½ of NE. ¼ of SW. ¼ of Section 8, Township 28 N., Range 13 E.

The S. ½ of S. ½ of SE. ¼ of Section 33, Township 28 N., Range 13 E.

The NW. ¼ of NW. ¼ of SE. ¼ of Section 8, Township 27 N., Range 13 E., and SW. ¼ of SW. ¼ of SE. ¼ of Section 9, Township 27 N., Range 13 E., and N. ½ of NW. ¼ of NW. ¼ of Section 16, Township 27 N., Range 13 E.

The NE. ¼ of NW. ¼ of SE. ¼ of Section 8, Township 27 N., Range 13 E.

The NW. ¼ of SE. ¼ of NW. ¼, and S. ½ of SE. ¼ of NW. ¼ of Section 27, Township 27 N., Range 13 E.

The S. ½ of NE. ¼ of SW. ¼ of Section 8, Township 27 N., Range 13 E.

The S. ½ of NW. ¼ of NE. ¼ and W. ½ of SW. ¼ of NE. ¼, and N. ½ of NW. ¼ of SE. ¼, and SE. ¼ of NW. ¼ and NE. ¼ of SW. ¼ of Section 31, Township 26 N., Range 17 E., and NE. ¼ of SE. ¼ of SE. ¼ of Section 36, Township 26 N., Range 16 E.

PETITIONER'S EXHIBIT 948

TANK WAGON SERVICE
of
DIXIE OIL WORKS
of Savannah, Ga.
Sold to: N. E. COUCH
Located at: *Durham.*

No. 599
8/29 1904
(Terms cash.)

10 gallons W. W. kero. oil	@	10½	1.05
.... " ..... "	@	....	.....
.... " gasoline	@	....	.....

Received above oil,

..... *Purchaser.*

Received payment,
R. G. ROYSTER, *Driver.*

PETITIONER'S EXHIBIT 949.

Form C–09. 15,000 books–6–'03.

Gasoline not sold for use in lamps in houses for illuminating purposes.

No. 664

DURHAM, N. C., *7–5, 1904*

M *J. R. Procter, City, bought of Standard Oil Co.*

Paid
8/8/04
Wall

TERMS CASH.	TANK WAGON DELIVERY.		
PAY DRIVER and see that you receive the quantity you pay for.	40 gallons Aladdin oil	@ 11½	4.60
	.... gallons .... oil,	@	.....
	.... gallons Pratt's D. S. gasoline	@	.....
	.... gallons	@	.....

Goods received,
J. R. PROCTER, *Purchaser.*

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

Written across the face of this ticket is the word "Credit."

20555—VOL 21—09——9

PETITIONER'S EXHIBIT 950.

Form C-09. 15,000 books-2-04

Gasoline not sold for use in lamps in houses for illuminating purposes.

No. 836
8-26, 1904

M *J. W. Harris & Co., City, bought of Standard Oil Co.*

TERMS CASH.	TANK WAGON DELIVERY.		
PAY DRIVER and see that you receive the quantity you pay for.	.... gallons Aladdin oil	@	
	20 gallons .....oil	@	11½ 2.30
	.... gallons Pratt's D. S. gasoline	@	
	.... gallons	@	

Goods received,

..... *Purchaser.*

Received payment,

ROYSTER, *Driver.*

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

PETITIONER'S EXHIBIT 951.

Form C-09. 15,000 books-2-04.

Gasoline not sold for use in lamps in houses for illuminating purposes.

No. 771
8/23 1904

M *W. J. Harris & Sons, City, bought of Standard Oil Co.*

TERMS CASH.	TANK WAGON DELIVERY.		
PAY DRIVER and see that you receive the quantity you pay for.	.... gallons Aladdin oil @	....	.....
	20 gallons Ill. oil @	11	2.20
	.... gallons Pratt's D. S. gasoline @	....	.....
	.... gallons @	....	.....

Goods received,

..... *Purchaser.*

Received payment,

ROYSTER, *Driver.*

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

PETITIONER'S EXHIBIT 952.

THE PRESIDENT OF THE UNITED STATES OF AMERICA, to:

Christian Dredger, individually and as officer, agent, or employe of the Standard Oil Company, or of any of the companies owned or controlled by or affiliated with said Standard Oil Company, GREETING:

WE COMMAND YOU, that, all business and excuses being laid aside, you appear and attend before Hon. Franklin Ferriss, a special examiner appointed by the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri, at room 515 of the custom-house, Bowling Green, in the city of New York and State of New York, on the 5th day of January, 1909, at 10.30 o'clock in the forenoon of said day, to testify and give evidence in a certain action now pending undetermined in the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri, wherein the United States of America is petitioner and the Standard Oil Company of New Jersey and others are defendants, on the part of the petitioner;

And that you bring with you and produce at the time and place aforesaid:

(*a*) All books, records, papers, and reports showing or tending to show the quantity of the several grades of illuminating oil and naphtha sold by each of the several marketing companies or departments controlled by the Standard Oil Company or the trustees of the Standard Oil Trust, and showing the amount of net earnings, and of the net earnings per barrel or gallon, on each of said quantities, for each of the years from 1886 to 1894, both inclusive.

(*b*) All books, records, papers, and reports showing or tending to show the average annual price received by each of the several refineries owned or controlled by the Standard Oil Company or the trustees of the Standard Oil Trust, or any of their subsidiary and affiliated companies, for each of the several grades of illuminating oil and naphtha, for the years 1886 to 1894, both inclusive.

(*c*) All books, papers, records, and reports showing or tending to show the market quotations for Illinois crude oil, and for Midcontinent crude oil, of thirty-two degrees gravity, and for the several grades of California and Texas crude oil, for the years 1901 to 1907, both inclusive.

(*d*) All books, papers, records, and reports showing or tending to show the quantity of crude oil of each of the several oil fields, separately, distinguishing the Appalachian or Pennsylvania field, the Illinois field, and the Mid-continent field, held in stock by the various pipe lines owned or controlled by the Standard Oil Company or the trustees of the Standard Oil Trust, or any of their subsidiary companies, at the end of each year from 1886 to 1907, both inclusive.

And hereof fail not under penalty of law.

WITNESS, the Honorable Melville W. Fuller, Chief Justice of the United States, at the Borough of Manhattan in the City of New York, this 15 day of December, 1908.

[SEAL.] JOHN A. SHIELDS, *Clerk.*

On the back of this document is the following:
Form 302.
I HEREBY CERTIFY, That on the 16" day of December, 1908, at the city of New York, in my district, I personally served the within subpœna upon the within-named Christian Dredger individually and as officer, agent, or employe of the Standard Oil Co. at 26 Bway., N. Y. City, by exhibiting to him the within original, and at the same time leaving with him a copy thereof.

WM. HENKEL,
United States Marshal, Southern District of New York.

Dated December 16", 1908.
(J. B. B.)
Original subpœna. Dredger. Original.
12703

PETITIONER'S EXHIBIT 953 (FOR IDENTIFICATION).

(Not offered.)

PETITIONER'S EXHIBIT 954 (FOR IDENTIFICATION).

(Not offered.)

PETITIONER'S EXHIBIT 955 (FOR IDENTIFICATION).

(Not offered.)

PETITIONER'S EXHIBIT 956.

CRUDE OIL QUOTATIONS.

Illinois crude (32° gravity)—Per barrel & per gallon— Years 1901–1907, inc.

[Barrels 42 gallons.]

Year.	Per barrel.	Per gallon.
1901		
1902		
1903		
1904		
1905		
1906	$0.75	1.79c
1907	.67	1.60

PETITIONER'S EXHIBIT 957.

CRUDE OIL QUOTATIONS.

Mid-continent crude (32° gravity)—Per barrel & per gallon— Years 1901–1907, inc.

[Barrels 42 gallons.]

Year.	Per barrel.	Per gallon.
1901	$0.89	2.12c
1902	.90	2.14
1903	1.20	2.86
1904	1.05	2.50
1905	.58	1.38
1906	.47	1.12
1907	.41	.98

PETITIONER'S EXHIBIT 958.

Net stocks of crude oil in S. O. Co. pipe lines at end of each year, 1886 to 1907, inclusive.

[Barrels 42 gallons.]

PENNSYLVANIA OIL.

1886	31,975,883
1887	26,901,663
1888	17,920,517
1889	9,674,166
1890	7,998,516
1891	13,754,376
1892	15,474,650
1893	10,282,513
1894	5,216,645
1895	4,333,248
1896	8,692,983
1897	9,903,909
1898	10,788,219
1899	12,669,741
1900	12,644,935
1901	8,854,540
1902	4,887,686
1903	4,225,455
1904	5,592,362
1905	2,806,317
1906	2,591,443
1907	2,155,906

PETITIONER'S EXHIBIT 959.

Net stocks of crude oil in S. O. Co. pipe lines at the end of each year, 1886 to 1907, incl.

[Barrels 42 gallons.]

KANSAS OIL

1900	66,744
1901	70,133
1902	119,272
1903	702,883
1904	5,139,938
1905	13,036,585
1906	22,523,965
1907	33,279,082

PETITIONER'S EXHIBIT 960.

Net stocks of crude oil in S. O. Co. pipe lines at the end of each year, 1886 to 1907, incl.

[Barrels 42 gallons.]

ILLINOIS OIL.

1906	1,895,679
1907	15,139,640

PETITIONER'S EXHIBIT 961.

Percentage of total sales of Water White oil delivered by "tank wagon" and in "barrels, bulk & cases," year 1904.

	W. W. oil % of total del'd by tank wagon.	W. W. oil % of total del'd in bbls., bulk and cases.
Denver	51.5	48.5
San Francisco	36.6	63.4
Total	41.3	58.7
Kentucky	77.5	22.5
Indiana	80.8	19.2
Ohio	75.7	24.3
Nebraska	83.4	16.6
Pittsburg	68.7	31.3
N. Y. stations	87.8	12.2
Baltimore	66.3	33.7
Philadelphia	74.2	25.8
Providence	87.2	12.8
Boston	70.9	29.1
Newark	84.9	15.1
N. Y. City	64.1	35.9
Total	77.1	22.9
Grand total	74.9	25.1

PETITIONER'S EXHIBIT 962.

Approximate margins of profit "tank wagon" Water White oil showing range of margins in the United States excluding W. P. O. Co. Percentage is based on Water White sales for year 1904.

Approximate margins.	Per cent to Government.		Per cent total.	
	Regular sales.	Increased sales.	Regular sales.	Increased sales.
Less	4.12	4.43	4.57	4.89
1.00c and under	23.69	22.86	21.49	20.92
1.01 to 2.00 inc	44.45	43.72	42.91	42.26
2.01 to 3.00 "	24.08	23.99	26.67	26.48
3.01 to 4.00 "	2.09	2.49	2.74	3.00
4.01 to 5.00 "	1.01	1.67	.96	1.48
5.01 to 6.00 "	.31	.42	.33	.43
6.01 to 7.00 "	.22	.39	.28	.47
7.01 to 8.00 "	.03	.03	.05	.07
	100.00	100.00	100.00	100.00

PETITIONER'S EXHIBIT 963.

THE PRESIDENT OF THE UNITED STATES OF AMERICA, to:

Douglas S. Bushnell and Forest M. Towl, individually and as officer, agent, or employe of the Buckeye Pipe Line Company, Crescent Pipe Line Company, Eureka Pipe Line Company, Indiana Pipe Line Company, National Transit Company, New York Transit Company, Northern Pipe Line Company, Prairie Oil & Gas Company, Southern Pipe Line Company, Southwest Pennsylvania Pipe Lines Company, and Standard Oil Company of New Jersey; GREETING:

WE COMMAND YOU, AND EACH OF YOU, that all business and excuses being laid aside, you appear and attend before Hon. Franklin Ferriss, a special examiner appointed by the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri, at room 515 of the custom house, Bowling Green, in the city of New York and State of New York, on the 5th day of January, 1909, at 10.30 o'clock in the forenoon of said day, to testify and give evidence on the part of the petitioner in a certain action now pending undetermined in the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri, wherein the United States of America is petitioner and the Standard Oil Company of New Jersey and others are defendants;

And that you, and each of you, bring with you and produce at the time and place aforesaid all books, papers, records, maps, charts, and plats showing or tending to show (as near as may be) the location of the trunk pipe lines owned, leased, or operated by the said Buckeye Pipe Line Company, Crescent Pipe Line Company, Eureka Pipe Line Company, Indiana Pipe Line Company, National Transit Company, New York Transit Company, Northern Pipe Line Company, Prairie Oil & Gas Company, Southern Pipe Line Company, Southwest Pennsylvania Pipe Lines Company, and Standard Oil Company of New Jersey, and showing the number, size, and length of the pipes comprising the trunk lines or systems of each of said companies.

And hereof fail not under penalty of law.

WITNESS, the Honorable Melville W. Fuller, Chief Justice of the United States, at the borough of Manhattan, in the city of New York, this 12th day of December, 1908.

[SEAL.] JOHN A. SHIELDS,
Clerk.

(On the back of this document is the following:)

Form No. 302.

I HEREBY CERTIFY, That on the 14th day of December, 1908, at the city of New York, in my district, I personally served the within subpœna upon the within named Douglas S. Bushnell and Forest M. Towl, at #26 Broadway, N. Y. City, by exhibiting to each of them the within original, and at the same time leaving with each of them a copy thereof.

WM. HENKEL,
United States Marshal, Southern District of New York.

Dated December 14", 1908.
(W. C.)
Original, Bushnell.
Towl.
M. F. Elliott. 1406.

PETITIONER'S EXHIBITS 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, AND 976

are charts which by agreement of counsel are not printed.

PETITIONER'S EXHIBIT 977.

Year.	Pennsylvania.		Lima.		Mid-Continent.		Illinois.		Total, all fields.		
	Production.	Average price per barrel.	Production.	Average price per barrel.	Production.	Average price per barrel.	Production.	Average price per barrel.	Production.	Average price per barrel.	Per gal. (cents).
1885	21,533,785	$.88							21,533,785	$.88	2.14
1886	26,549,827	.71	1,137,809						27,687,696	.68	1.62
1887	22,878,241	.67	4,650,375	$.23					27,528,616	.60	1.43
1888	16,941,397	.88	9,682,683	.15					26,624,080	.61	1.45
1889	22,355,225	.94	12,188,024	.15					34,543,249	.66	1.57
1890	30,073,307	.87	15,079,278	.30					45,152,585	.68	1.62
1891	35,848,777	.67	17,453,287	.31					53,302,064	.55	1.31
1892	33,432,377	.56	15,868,096	.37					49,300,473	.50	1.19
1893	31,365,890	.64	15,982,497	.45					47,348,387	.58	1.38
1894	30,783,424	.84	17,296,810	.48					48,080,234	.71	1.69
1895	30,960,639	1.36	20,236,941	.70					51,197,580	1.10	2.62
1896	33,971,902	1.19	25,256,120	.63					59,228,022	.95	2.26
1897	35,230,271	.79	22,805,533	.47					58,035,804	.66	1.58
1898	31,717,425	.91	20,321,683	.60					52,039,108	.79	1.88
1899	33,068,356	1.29	20,225,716	.88					53,294,072	1.13	2.70
1900	36,295,433	1.35	21,758,950	.96					58,054,383	1.20	2.87
1901	33,618,171	1.21	21,933,629	.84	189,151	$.89			55,740,951	1.06	2.53
1902	32,018,787	1.24	23,358,826	.86	368,849	.90			55,746,462	1.08	2.57
1903	31,558,248	1.59	24,080,264	1.14	1,071,125	1.20			56,709,637	1.39	3.31
1904	31,408,567	1.63	24,689,184	1.08	5,617,527	1.05			61,715,278	1.36	3.23
1905	29,366,960	1.39	22,294,171	.86	12,013,495	.58	181,084	$.64	63,855,710	1.05	2.50
1906	27,741,472	1.60	17,554,661	.89	21,718,648	.47	4,397,050	.75	71,411,831	1.03	2.45
1907	25,342,137	1.75	13,121,094	.88	45,933,649	.41	24,281,973	.67	108,678,853	.84	2.00

FIGURES FOR PRODUCTION ARE FROM THE FOLLOWING SOURCES:

Pennsylvania: Geological Survey, Production of Petroleum in 1907, p. 16.
Lima—1886–1904: Production of Petroleum in 1905, p. 37; 1902–1907, Production of Petroleum in 1907, p. 28.
Mid-Continent: Production of Petroleum in 1907, p. 41.
Illinois: Same, p. 33.

FIGURES FOR PRICES ARE FROM THE FOLLOWING SOURCES:

Pennsylvania: 1885–'94: Production of Petroleum, 1901, p. 52; 1895–1906, Defendants' Exhibit #293A; 1907, Production of Petroleum in 1907, p. 21.

Lima—1888–'92: Production of Petroleum in 1900, p. 94; 1887, 1893, and 1894, computed from table showing successive changes in prices (Derrick's Handbook of Petroleum, p. 778), by giving each price a weight according to the number of days it was in force.

1895–1906, Defendants' Exhibit #293A. 1907, Production of Petroleum in 1907, p. 30. Prior to 1893 there are no separate quotations for North and South Lima. The figures in this table for 1893–1907 are for South Lima-Indiana.

Mid-Continent—Pet. Ex. 957.

Illinois: Pet. Ex. 956, Prodn. of Petroleum, 1907, p. 34.

PETITIONERS' EXHIBIT 978.

Stock of Appalachian, Lima-Indiana, Mid-Continent, and Illinois crude oil at end of year in comparison with average annual prices of Pennsylvania and Lima crude.

(Barrels of 42 gallons.)

Year.	Appalachian.	Lima-Indiana.	Mid-Continent.	Illinois.	Total.	Average annual price per barrel.	
						Pennsylvania.	Lima.a
1885	33,539,038					.88	
1886	33,367,898					.71	
1887	28,357,112	4,148,469			32,505,581	.67	.23
1888	18,604,474	9,810,714			28,415,188	.88	.15
1889	10,904,793	14,105,149			25,009,942	.94	.15
1890	9,295,514	20,971,395			30,266,909	.87	.30
1891	15,343,233	22,103,705			37,446,938	.67	.31
1892	17,395,389	18,604,442			35,999,831	.56	.37
1893	12,316,611	18,497,340			30,813,951	.64	.45
1894	6,499,880	20,158,266			26,658,146	.84	.48
1895	5,344,784	21,494,848			26,839,632	1.36	.70
1896	9,745,722	23,302,770			33,048,492	1.19	.63
1897	11,010,044	22,762,779			33,772,823	.79	.47
1898	11,786,603	15,180,892			26,967,495	.91	.60
1899	13,451,191	10,545,927			23,997,118	1.29	.88
1900	13,475,548	14,988,928			28,464,476	1.35	.96
1901	9,635,492	17,760,306			27,395,798	1.21	.84
1902	5,741,624	17,306,426			23,048,050	1.24	.86
1903	4,854,715	15,138,637	718,757		20,712,109	1.59	1.14
1904	6,395,599	14,856,398	5,207,219		26,459,216	1.63	1.08
1905	3,542,014	12,637,117	13,250,118		29,429,249	1.39	.86
1906 b	8,119,007	c 6,793,692	22,941,034	1,899,684	39,753,417	1.60	.89
1907 b	6,528,103	6,700,526	d45,255,538	15,848,035	74,332,202	1.75	.88

a Prices for 1893–1906 are for South Lima crude. Prior to 1893 there are no separate quotations for North and South Lima crude.
b Gross stocks.
c Includes some Appalachian that can not be separated.
d Includes 6,650,000 barrels held by producers and refiners.

SOURCES.

Appalachian stocks 1870–1892, Derrick's Handbook of Petroleum, pp. 807–810; 1893, The Production of Petroleum, 1900, p. 36, 1894–1899, The Production of Petroleum, 1905, p. 44; 1900–1905, The Production of Petroleum, 1905, p. 917; 1906 and 1907, The Production of Petroleum, 1907, p. 914.

Lima-Indiana stocks, 1887–1903, Production of Petroleum, 1903, p. 105; 1904, Production of Petroleum, 1904, p. 23; 1905, Production of Petroleum, 1905, p. 37; 1906 and 1907, Production of Petroleum, 1907, p. 14.

Mid-Continent stocks 1903–1905, Production of Petroleum, 1905, p. 44; 1906 and 1907, Production of Petroleum, 1907, p. 14.

Illinois stocks 1906 and 1907, Production of Petroleum, 1907, p. 14.

Prices of Pennsylvania crude from Mineral Resources of the United States, 1906, p. 836.

Prices of Lima crude, 1888–'92, from Production of Petroleum, 1900, p. 94; 1893–'94, computed from table in Derrick's Handbook, p. 777; 1895–1906, from Defendants' Exhibit # 293A.

PETITIONER'S EXHIBIT 979.

Relative prices of commodities according to Dun's index number, 1870–1906, and according to Bureau of Labor, 1890–1906.

[From Statistical Abstract of U. S., 1906, p. 569, and Bureau of Labor Bulletin, No. 75, p. 292.]

Year.	Dun's index number.	Bureau of Labor index number, 258 commodities.
1870	148.8	.....
1871	151.5	.....
1872	150.5	.....
1873	143.1	.....
1874	143.1	.....
1875	134.7	.....
1876	116.5	.....
1877	109.5	.....
1878	96.3	.....
1879	97.3	.....
1880	108.7	.....
1881	111.9	.....
1882	123.2	.....
1883	107.2	.....
1884	99.7	.....
1885	90.7	.....
1886	89.2	.....
1887	93.6	.....
1888	95.1	.....
1889	89.7	.....
1890	91.5	112.9
1891	96.1	111.7
1892	90.1	106.1
1893	90.6	105.6
1894	83.3	96.1
1895	81.5	93.6
1896	74.3	90.4
1897	72.5	89.7
1898	77.8	93.4
1899	85.2	101.7
1900	91.4	110.5
1901	91.5	108.5
1902	101.9	112.9
1903	99.5	113.6
1904	97.2	113.0
1905	98.3	115.9
1906	105.2	122.5
1907	.....	.....

PETITIONER'S EXHIBIT 980.

Comparison of price of Water White oil and various other commodities for the years 1895 to 1898, combined, with prices of same, 1903 to 1906, combined.

[Covering same commodities as Defendants' Exhibit 297.]

	Commodity.[a]	Average 1895–98.	Average 1903–06.	Per cent of increase.
1	W. W. refined oil, less freight	6.76	9.32	37.87
	do. less frt. & marketing cost	5.60	7.80	39.29
2.	Sugar, 96° Cent (p. 433)	94.9	101.2	6.64
3.	Wheat flour spring patents (p. 430)	97.5	112.9	15.79
4.	Milk, fresh (p. 432)	94.2	113.0	19.96
5.	Leather, sole, hemlock (p. 437)	104.6	120.6	15.30
6.	Rye flour (p. 430)	88.2	119.2	35.15
7.	Dairy butter, N. Y. State (p. 429)	86.2	108.5	25.87
8.	Files, 8″ mill bastard (p. 444)	94.5	121.6	28.68
9.	Carpets, Brussels, 5-frame, Bigelow (p. 435)	96.5	113.0	17.10
10.	Wages per hour, July, 1908, Bulletin #77	99.5	119.1	19.70
11.	Soap, castile, mottled, pure (p. 453)	91.8	114.4	24.62
12.	Meat, hams, smoked (p. 432)	91.2	117.5	28.84
13.	General commodities (p. 292)	91.8	116.3	26.69
14.	Flour, buckwheat (p. 430)	78.1	116.8	49.55
15.	Blankets, 11-4, 5 lbs. to the pair, all wool (p. 434)	93.8	115.3	22.92
16.	Bread, crackers, Boston (p. 428)	97.7	123.5	26.41
17.	Sheetings, bleached 10-4, Pepperell (p. 438)	93.4	125.3	34.15
18.	Cheese, N. Y. full cream (p. 429)	91.9	120.6	31.23
19.	Horse blankets, 6 lbs. ea., all wool (p. 436)	95.6	126.6	32.43
20.	Maple bedroom chairs (p. 451)	89.3	132.5	48.38
21.	Suitings, indigo blue, all wool, 16 oz. (p. 440)	90.9	118.0	29.81
22.	Lead pipe (p. 444)	89.4	112.3	25.62
23.	Bags, 2-bushel, Amoskeag (p. 434)	90.6	117.8	30.02
24.	Zinc sheets (p. 446)	93.7	120.6	28.71
25.	Cottonseed meal (p. 452)	89.1	124.8	40.07
26	Rubber, Para island (p. 453)	103.5	138.9	34.20
27.	Copper, sheet, hot rolled, base sizes (p. 443)	86.1	121.9	41.58
28	Women's dress goods, cashmere, cotton warp, Atlantic (p. 440)	88.0	124.9	41.93
29	Copper wire, bare (p. 443)	91.3	115.2	26.18
30.	Worsted yarns, 2-40s, Australian fine (p. 441)	82.2	120.6	46.72
31.	Window glass, American, single firsts, 6 x 8 to 10 x 15″ (p. 449)	95.8	130.3	36.01
32.	Pine doors (p. 447)	79 8	157.4	97.24
33.	Wool, Ohio, fine fleece (X and XX grade), scoured (p. 441)	85.1	127.5	49.82

[a] Figures taken from Bureau of Labor Bulletin #75 (pages indicated) with the following exceptions:
1. W. W. refined oil, Defendants' Exhibits 303 and 293 b.
10. Wages per hour, July, 1908, Bureau of Labor Bulletin, #77 (p. 7).

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PETITIONER'S EXHIBIT 982.

This table shows the percentage of increase or decrease of prices of various commodities in 1906, as compared with 1895, and for 1903–1906, as compared with 1895–1898.

Commodity.a	1895.	1906.	% of increase in 1906 over 1895.	Average price 1895–98.	Average price 1903–06.	% of increase in 1903–06 over 1895–98.
W. W. refined oil, less freight	7.62	8.42	10.05	6.76	9.32	37.87
W. W. refined oil, less freight and marketing cost	6.44	6.88	6.83	5.60	7.80	39.29
Flaxseed, No. 1 (p. 427)	111.8	99.1	▷11.36	90.7	100.1	10.36
Coffee, Rio, No. 7 (p. 429)	121.2	61.8	▷49.01	80.9	56.9	▷29.67
Fish, mackerel, salt, large, No. 3's (p. 430)	110.6	104.7	▷5.34	98.1	107.3	9.38
Fruit, prunes, California, in boxes (p. 430)	86.0	83.5	▷2.91	75.5	66.1	▷12.45
Rice, domestic, choice (p. 432)	95.0	84.5	▷11.05	98.1	84.6	▷13.76
Salt, American (p. 432)	99.6	101.4	1.81	94.1	101.3	7.65
Soda, bicarbonate of, American (p. 432)	84.7	62.2	▷26.57	72.7	62.1	▷14.58
Tea, Formosa, fine (p. 433)	95.1	82.8	▷12.93	97.2	88.8	▷8.64
Hosiery, cotton hose, 26–28 oz. (p. 436)	92.1	81.6	▷11.40	83.6	83.6	.....
Leather, wax calf, 30 to 40 lbs. to the dozen (p. 437)	112.0	109.5	▷2.23	101.9	106.6	4.61
Sheetings, bleached, 10-4, Wamsutta, S. T. (p. 438)	92.2	92.7	.54	97.5	95.4	▷2.15
Candles, adamantine, 6s, 14 ounce (p. 441)	108.7	98.0	▷9.84	97.8	112.6	15.13
Matches, parlor, domestic (p. 442)	96.1	85.4	▷11.14	98.7	85.4	▷13.48
Nails, wire, 8-penny, fence and common (p. 444)	98.0	90.6	▷7.55	92.1	90.6	▷1.63
Saws, crosscut, Disston (p. 445)	100.0	100.0	.....	100.0	100.0	.....
Wood screws, 1-inch, No. 10, flat head (p. 446	74.0	69.9	▷5.54	64.9	68.7	5.86
Cement, Portland, domestic (p. 447)	98.6	78.9	▷19.98	99.4	81.3	▷18.21
Linseed oil, raw (p. 447)	115.6	89.3	▷22.75	88.9	94.0	5.74
Alcohol, wood, refined, 95 per cent (p. 449)	90.9	73.4	▷19.25	82.9	67.0	▷19.18
Glycerine, refined (p. 450)	86.1	80.7	▷6.27	96.9	93.1	▷3.92
Quinine, American (p. 450)	102.0	67.4	▷33.92	90.3	87.6	▷2.99
Glassware, pitchers, ½ gallon, common (p. 451)	106.4	89.4	▷15.98	95.8	96.8	1.04
Glassware, tumblers, 1/3 pints, common (p. 451)	104.2	84.5	▷18.91	97.9	89.7	▷8.38
Malt, western made (p. 452)	97.5	92.1	▷5.54	85.7	94.7	10.50
Paper, news (p. 452)	103.0	73.2	▷28.93	89.7	82.0	▷8.59

a Figures taken from Bureau of Labor Bulletin No. 75 (pages indicated). W. W. refined oil—Defendants' Exhibit No. 303.

▷ Decrease.

PETITIONER'S EXHIBIT 983.

This table shows the percentage of increase or decrease in prices of various commodities in 1906, as compared with 1895, and for the period 1903–06, as compared with 1895–1898.

Commodity.[a]	1895.	1906.	Per cent of increase in 1906 over 1895.	Average price 1895–98.	Average price 1903–06.	Per cent of increase in 1903–06 over 1895–98.
W. W. refined oil, less freight	7.62	8.42	10.05	6.76	9.32	37.87
W. W. refined oil, less freight and marketing cost (p. 427)	6.44	6.88	6.83	5.60	7.80	39.29
Cattle, steers, good to choice	104.2	113.1	8.54	99.6	110.0	10.44
Corn, No. 2, cash (p. 427)	104.0	121.8	17.12	80.3	126.8	57.91
Cotton, upland, middling (p. 427)	94.0	142.0	51.06	91.3	141.4	54.87
Hay, timothy, No. 1 (p. 427)	109.1	124.3	13.93	92.2	116.0	25.81
Coal, bit. Pittsburg (Youghiogheny) (p. 442)	93.3	122.7	31.51	89.7	130.9	45.93
Hogs, light (p. 427)	96.2	143.1	48.75	86.5	129.3	49.48
Meat, beef, fresh, native sides (p. 431)	102.7	101.2	b 1.46	98.6	103.3	4.77
Wheat, cash (p. 428)	79.9	105.6	32.17	97.2	120.9	24.38
Butter, creamery, Elgin (Elgin market) (p. 429)	95.1	113.3	19.14	87.3	107.9	23.60
Coffee, Rio No. 7 (p. 429)	121.2	61.8	b 49.01	80.9	56.9	b 29.67
Milk, fresh (p. 432)	99.2	118.0	18.95	94.2	113.0	19.96
Meat, mutton, dressed (p. 432)	82.2	120.7	46.84	89.9	109.1	21.36
Sugar, 96° centrifugal (p. 433)	84.1	95.3	13.32	94.9	101.2	6.64
Tea, Formosa, fine (p. 433)	95.1	82.8	b 12.93	97.2	88.8	b 8.64
Vegetables, fresh; potatoes, Burbank (p. 433)	86.7	109.7	26.53	73.5	110.5	50.34
Boots and shoes, men's vici kid shoes, Goodyear welt (p. 434)	97.8	103.4	5.73	92.4	93.3	.97
Calico, Cocheco prints (p. 435)	94.9	99.5	4.85	90.4	95.0	5.09
Leather, sole, hemlock (p. 437)	106.9	130.9	22.45	104.6	120.6	15.30
Sheetings, brown, 4-4, Indian Head (p. 438)	93.5	128.1	37.01	93.3	121.5	30.23
Suitings, indigo blue, all wool, 14 oz. Middlesex (p. 439)	87.1	129.3	48.45	84.6	115.7	36.76
Copper, sheet, hot rolled (base sizes) (p. 443)	85.9	143.2	66.71	86.1	121.9	41.58
Pig iron, foundry No. 1 (p. 444)	88.5	141.7	60.11	84.1	125.6	49.35
Nails, cut, 8-penny, fence and common (p. 444)	105.3	105.7	.38	98.0	106.3	8.47
Brick, common domestic (p. 446)	95.5	153.7	60.94	94.7	135.1	42.66
Lime, common (p. 447)	93.8	113.7	21.22	88.1	103.5	17.48
Lead pipe (p. 444)	87.2	133.3	52.87	89.4	112.3	25.62
Oak, white, quartered (p. 447)	99.2	147.5	48.69	99.7	146.7	47.14
Steel rails (p. 445)	93.4	107.4	14.99	85.1	107.4	26.20
Barb wire, galvanized (p. 443)	88.9	96.1	8.10	77.7	99.5	28.06
Alcohol, grain (p. 449)	104.0	110.0	5.77	103.0	108.5	5.34
Furniture, bedroom sets, ash (p. 451)	94.3	122.8	30.22	88.7	117.8	32.81
Glassware, tumblers, ½ pint, common (p. 451)	104.2	84.5	b 18.91	97.9	89.7	b 8.38
Paper, wrapping, manila (p. 453)	106.0	90.4	b 14.72	100.4	94.1	b 6.27
Rubber, Para Island (p. 453)	92.7	151.5	63.43	103.5	138.9	34.20
Starch, laundry (p. 453)	104.3	105.5	1.15	91.5	107.5	17.49
Tobacco, smoking, gran., Seal of N. C. (p. 453)	98.2	117.9	20.06	99.7	115.6	15.95

[a] Figures taken from Bureau of Labor Bulletin No. 75 (pages indicated). W. W. refined oil from defendant's Exhibit 303.

[b] Decreases.

PETITIONER'S EXHIBIT 984.

Annual exports of paraffin and paraffin wax by calendar years, with average price per pound and per gallon.

[From Summary of Commerce and Finance, Dec., 1891, 1893, 1895, 1897, 1900, 1903, 1906.]

Year.	Quantity.	Value.	Average price.	
			Per pound.	Per gallon.
	Pounds.	*Dollars.*	*Cents.*	*Cents.*
1890	59,693,152	2,920,262	4.89	37.16
1891	65,076,455	3,978,884	6.11	46.44
1892	69,875,729	4,159,538	5.95	45.22
1893	99,061,034	4,552,543	4.60	34.96
1894	84,983,429	3,276,837	3.86	29.34
1895	114,236,955	4,505,058	3.94	29.94
1896	112,516,572	4,563,168	4.06	30.86
1897	136,069,174	5,283,934	3.88	29.49
1898	166,316,732	6,302,871	3.83	29.11
1899	181,860,818	7,650,449	4.21	32.00
1900	157,107,965	8,185,518	5.21	39.60
1901	151,694,227	7,959,907	5.25	39.90
1902	175,268,504	8,398,450	4.79	36.40
1903	204,119,828	9,596,308	4.70	35.72
1904	174,581,973	8,272,856	4.74	36.02
1905	160,835,882	7,872,771	4.89	37.16
1906	173,504,314	8,462,504	4.88	37.09

PETITIONER'S EXHIBIT 985.

Average prices of refined oil and naphtha combined, and of refined oil, naphtha, and paraffine wax combined, 1895–1906.

[Prices of oil and naphtha from def. Ex. 293-B and C; deliveries of oil and naphtha from pet. Ex. 396, and def. Ex. 292. Deliveries of paraffine wax from def. Ex. 293. Prices of paraffine wax from pet. Ex. 984.]

Year.	Refined oil.		Naphtha.		Combined avg. price refined oil and naphtha (weighted).	Paraffine products.			Combined average price per gallon of refined oil, naphtha, and paraffine (weighted).
	Deliveries of S. O. marketing Co.'s U. S., Canada, and Mexico.	Avg. price in U. S. less marketing cost.	Deliveries of S. O. marketing Co.'s U. S., Canada, and Mexico.	Avg. price in U. S. less marketing cost.		Pounds.	Barrels of 380 lbs.	Average price per gallon.	
1895	8,023,114	6.44	2,172,155	7.16	6.59	116,358,784	306,207	29.9	7.27
1896	7,962,614	5.85	2,131,712	6.39	5.96	112,973,495	297,299	30.9	6.68
1897	8,503,775	4.98	2,331,874	4.99	4.98	147,305,739	387,647	29.5	5.83
1898	8,867,126	5.14	2,674,123	4.94	5.09	186,461,078	490,687	29.1	6.07
1899	9,241,739	6.45	2,676,436	8.78	6.97	201,419,211	530,051	32.0	8.04
1900	9,198,453	6.82	2,806,727	7.77	7.04	173,989,166	457,866	30.6	8.24
1901	9,476,852	6.60	3,215,466	7.58	6.85	177,459,001	466,997	30.9	8.02
1902	10,146,699	7.19	3,609,705	8.74	7.60	198,214,640	521,618	36.4	8.65
1903	10,263,320	8.77	3,889,982	10.35	9.20	223,232,489	587,454	35.7	10.26
1904	9,912,054	8.36	4,007,276	9.17	8.59	200,215,827	526,884	36.0	9.59
1905	a 9,849,775	7.18	a 4,611,929	8.51	7.60	192,606,575	506,859	37.2	8.61
1906	a 9,978,954	6.88	a 5,076,972	10.80	8.20	212,208,854	558,444	37.1	9.24
Period: 1895–1898		5.60		5.87	5.65			29.8	6.46
" 1899–1902		6.76		8.22	7.11			37.0	8.24
" 1903–1906		7.80		9.71	8.40			36.5	9.42

a Including estimates for sales of Waters-Pierce Oil Company, as equal to sales of 1904.

Increase refined oil and naphtha combined:
1906 over 1895 ..... 24.4%
1903–6 over 1895–8 ..... 48.7%
Increase refined oil, naphtha and paraffine wax combined:
1906 over 1895 ..... 27.1%
1903–6 over 1895–8 ..... 45.9%

PETITIONER'S EXHIBIT 986.

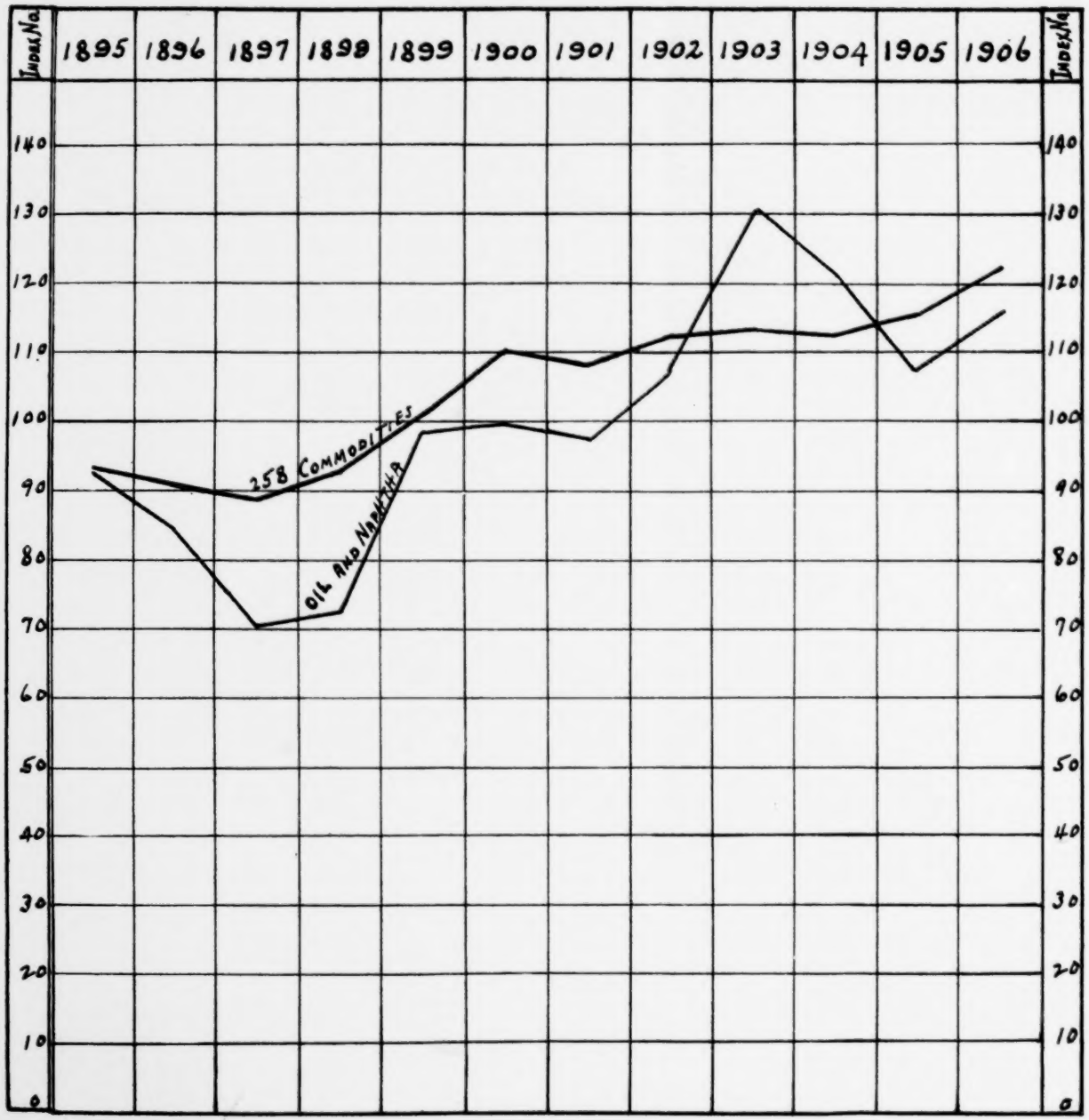
Combined average price (less freight and marketing cost) of Water White oil and naphtha combined, 1895 to 1906, in comparison with the relative price of 258 commodities.

[Data from Petitioner's Exhibit 985 and Defendants' Exhibit 293-A.]

Year.	Price of W. W. oil and naphtha combined.	Relative price of W. W. oil and naphtha combined.	Relative price of 258 commodities.
1895	6.59	93.3	93.6
1896	5.96	84.4	90.4
1897	4.98	70.5	89.7
1898	5.09	72.1	93.4
1899	6.97	98.7	101.7
1900	7.04	99.7	110.5
1901	6.85	97.0	108.5
1902	7.60	107.6	112.9
1903	9.20	130.3	113.6
1904	8.59	121.7	113.0
1905	7.60	107.6	115.9
1906	8.20	116.1	122.5
Avg. 1895-1898	5.65	80.1	91.8
Avg. 1899-1902	7.11	100.7	108 4
Avg. 1903-1906	8.40	118.9	116.2
Increase 1903-06 over 1895-98	48.7%	.....	26.6%

Average 1895-1906, 7.06=100.0.

PETITIONER'S EXHIBIT 987.



PETITIONER'S EXHIBIT 988.

Average prices received by Standard Oil Company for all refined oil in domestic trade, 1895 to 1906, excluding marketing cost and freight, all prices reduced to 1895 basis.

[Compiled from Exhibits 379, 396, 396A, 383, 299.]

[Cents per gallon.]

Year.	Average refinery price of all deliveries of W. W. oil reduced to 1895 basis.	Average profit of domestic marketing companies on illuminating oil in U. S. reduced to 1895 basis.	Total net price to dealers exclusive of marketing cost and freight reduced to 1895 basis.	Difference above or *below* price in 1897.
1895	5 24¢	1.20¢	6.44¢	1.25
1896	5.10	.95	6.05	.86
1897	4.19	1.00	5.19	.....
1898	4.27	.88	5.15	[a].04
1899	4.83	1.10	5.93	.74
1900	4.61	1.17	5.78	.59
1901	4.28	1.41	5.69	.50
1902	4.32	1.44	5.96	.77
1903	5.64	1.58	7.22	2.03
1904	5.60	1.32	6.92	1.73
1905	4.38	[b]1.42	5.80	.61
1906	4.11	[b]1.15	5.26	.07
Average 1895–1898	4.70	1.01	5.71	.....
Average 1899–1902	4.56	1.28	5.84	.....
Average 1903–1906	4.93	1.37	6.30	.....

[a] Below.
[b] Not including the profits of the Waters-Pierce Oil Company.

PETITIONER'S EXHIBIT 989.

Prices received by Standard Oil Company for all finished naphtha in domestic trade, 1895 to 1906, excluding marketing cost and freight, all prices reduced to 1895 basis.

[Based on Exhibits 384, 396, 396-A, 383, 402.]

[Cents per gallon.]

Year.	Average price received by refineries for all finished naphtha reduced to 1895 basis.	Average profit of marketing companies on naphtha in U. S. reduced to 1895 basis.	Total price to trade less freight & marketing cost reduced to 1895 basis.	Difference above or *below* price in 1897.
1895	6.10¢	1.06¢	7.16¢	1.95
1896	5.44	1.18	6.62	1.41
1897	4.02	1.19	5.21	.....
1898	4.05	[a].90	4.95	[b].26
1899	6.85	1.23	8.08	2.87
1900	5.72	.86	6.58	1.37
1901	5.38	1.16	6.54	1.33
1902	5.97	1.28	7.25	2.04
1903	7.03	1.50	8.53	3.32
1904	6.34	1.26	7.60	2.39
1905	5.77	[c]1.10	6.87	1.66
1906	6.94	[c]1.31	8.25	3.04
Average 1895–1898	4.90	1.08	5.99	.....
Average 1899–1902	5.98	1.13	7.11	.....
Average 1903–1906	4.52	1.29	7.81	.....

[a] Includes United States and Canada. Excluding Canada, leaves this average unchanged.
[b] Below.
[c] Not including profits of the Waters-Pierce Oil Company.

PETITIONER'S EXHIBITS 990 AND 991

are pipe line maps, which by agreement of counsel are not printed.

PETITIONER'S EXHIBIT 992-A.

Batches of Illinois oil transported by Indiana Pipe Line Company from Preble.

Date pumped.	Grade of oil.	Amount pumped.	Avg. grav.
Jan. 7th and Jan. 8th, 1907	Illinois	59,305.09	33.2
" 12th to Mar. 8th, "	Illinois	823,930.16	33.
Mar. 10th and Mar. 11th, "	Illinois	58,349.78	32.6
" 16th/07 to Nov. 30th, 1908	Illinois	* 24,567,752.97	33.

* Batch not completed.

PETITIONER'S EXHIBIT 992-B.

Batches of Indiana oil transported by Indiana Pipe Line Company from Preble.

Date pumped.	Grade of oil.	Amount pumped.	Avg. grav.
Jan. 1st to Jan. 29th, 1906	Indiana	246,789.69	32.4
Feb. 28th, " March 27th, "	do	227,820.25	35.2
Apl. 6th " Apl. 9th, "	do	28,383.79	34.4
May 2nd " May 17th, "	do	144,373.30	34.7
May 26th " June 19th, "	do	331,004.50	34.4
June 24th " July 20th, "	do	513,542.14	34.5
July 25th " Aug. 27th, "	do	660,842.46	34.7
Sept. 6th " Sept. 21st, "	do	284,318.78	35.1
" 27th " Oct. 10th, "	do	332,926.00	35.
Oct. 16/06 " Jan. 6th, 1907	do	1,619,150.39	34.6
Jan. 9/07 " " 11th, "	do	67,708.76	34.7
" 15th " Feb. 3rd, 1908	do	5,117,619.84	34.6
Feb. 12/08 " " 27th, 1908	do	221,031.20	34.5
Mar. 5th " " Mar. 10th, "	do	91,191.69	34.6
" 16th " " 22nd, "	do	111,250.83	34.6
" 28th " " 30th, "	do	47,092.48	34.8
Apl. 2nd to Apl. 10th, "	do	174,307.90	34.5
" 18th " " 23rd, "	do	93,217.36	34.5
" 28th " May 2nd, "	do	89,292.36	34.3
May 7th " " 12th, "	do	121,050.63	34.4
" 18th " " 22nd, "	do	81,123.60	34.4
" 28th " June 2nd, "	do	86,315.18	34.5
June 5th " " 7th, "	do	63,473.10	34.6
" 12th " " 16th, "	do	89,878.13	34.6
" 22nd, " " 25th, "	do	75,939.16	34.9
July 1st " July 11th, "	do	182,536.68	34.6
" 23rd " " 30th, "	do	132,859.85	34.6
Aug. 5th to Aug. 14th, 1908	do	174,977.63	34.7
" 26th " Sept. 1st, "	do	110,181.04	34.8
Sept. 5th " " 14th, "	do	147,507.18	34.8
" 23rd " Oct. 12th, "	do	254,583.39	35.2
Oct. 22nd " Nov. 30th, "	do	* 347,295.00	34.6

* Batch not completed.

PETITIONER'S EXHIBIT 992-C.

Batches of Kansas oil transported by Indiana Pipe Line Co. from Preble.

Date pumped.	Grade of oil.	Amount.	Average gravity.
Jan. 1st to Feb. 10th, 1906	Kansas	372,671.00	32.8
Mar. 9th " Apr. 8th, "	do	325,062.29	32.8
May 2nd " June 11th, "	do	527,443.48	32.4
June 27th " Aug. 27th, "	"	1,339,437.06	32.1
Sept. 11th " Sept. 23rd, "	"	278,730.96	32.4
Oct. 16/06 " Jan. 19th/07	"	1,661,095.60	33.
Jan. 25th " June 26th "	"	3,205,882.59	33.3
July 2nd " Sept. 4th "	"	1,707,441.33	32.7
Sept. 8th " Oct. 23rd "	"	901,097.47	32.8
Oct. 26/07 " Nov. 30/08	"	* 11,335,085.51	32.9

* Batch not completed.

PETITIONER'S EXHIBIT 993.

Statement showing batches of oil pumped from Cygnet, Ohio.

Date pumped.	Grade of oil.	Amount pumped.	Avge. gravity.
Aug. 1st to Sept. 10th, 1905	North Lima	1,574,709.01	35.6
Sept. 11th " " 19th, "	North Lima	286,998.45	36.0
" 19th " Oct. 9th, "	South Lima	805,924.49	35.9
Oct. 11th " Nov. 5th, "	Indiana	982,003.56	35.0
Nov. 6th " " 14th, "	North Lima	324,032.58	36.9
" 14th " " 23rd, "	Indiana	344,054.52	34.7
" 23rd " Dec. 14th, "	North Lima	951,833.73	36.8
Dec. 16th " Jan. 4th, 1906	North Lima	1,009,046.15	36.9
Jan. 8th " " 26th, "	North Lima	1,015,416.92	36.9
" 28th " Feb. 5th, "	North Lima	452,261.71	37.0
Feb. 5th " " 15th, "	Kansas	492,653.96	32.0
" 15th " " 18th, "	North Lima	161,200.72	37.1
" 20th " March 7th, "	North Lima	785,936.67	37.0
March 8th " " 28th, "	Indiana	1,102,043.48	35.0
" 29th " April 8th, "	South Lima	564,352.62	35.3
April 10th " " 17th, "	Kansas	317,245.27	32.5
" 17th " " 26th, "	South Lima	502,215.81	35.2
" 28th " " 30th, "	South Lima	163,547.26	35.0
May 1st " May 12th, "	North Lima	625,188.02	35.1
" 13th " " 26th, "	North Lima	741,128.86	35.4
" 27th " June 2nd, "	Kansas	374,282.00	32.4
June 2nd " " 6th, "	North Lima	223,817.98	35.3
" 7th " " 18th, "	North Lima	657,290.38	35.3
" 19th " " 22nd, "	North Lima	120,042.02	35.4
" 22nd " " 24th, "	South Lima	168,198.53	36.3
" 25th " July 4th, "	Kansas	451,074.75	32.3
July 4th & " 5th, "	South Lima	106,743.40	36.3
" 6th to " 18th, "	North Lima	858,062.61	37.3
" 19th " Aug. 10th, "	North Lima	1,479,997.81	37.6
" 11th " " 20th, "	Kansas	600,089.27	32.4
" 20th " Sept. 15th, "	Indiana	1,701,853.23	35.3
Sept. 16th " " 26th, "	Kansas	628,327.93	32.2
" 26th " Oct. 4th, "	South Lima	500,000.00	35.5
Oct. 4th " " 31st, "	Indiana	1,546,872.53	35.1
Nov. 1st " Nov. 30th, "	North Lima	1,269,116.35	37.2
" 1st " Jan. 30th, 1907	Kansas	1,719,453.77	32.3
Dec. 1st " Dec. 17th, "	Indiana	600,144.53	34.7
" 17th " " 28th, "	North Lima	343,796.96	37.3
" 28th, 06 " Jan. 13th, "	South Lima	603,058.95	35.3
Jan. 13th " " 23rd, "	North Lima	465,281.25	37.5
" 27th " " 30th, "	North Lima	176,816.73	37.5
" 30th " Feb. 20th, "	Indiana	1,101,164.32	34.5
Feb. 11th " June 11th, "	Kansas	2,694,272.81	33.3
" 20th " Feb. 22nd, "	North Lima	111,797.97	37.4
" 25th " March 9th, "	North Lima	488,648.29	37.6
March 9th " " 23rd, "	Indiana	549,614.05	34.8
" 25th " April 1st, "	North Lima	299,570.94	37.1
April 2nd " " 9th, "	South Lima	311,984.22	34.9
" 11th " " 18th, "	South Lima	288,104.62	34.8
" 20th " " 27th, "	North Lima	294,917.34	37.1
" 27th " May 8th, "	Indiana	442,452.83	34.6
May 10th " " 14th, "	Indiana	157,508.08	34.7
" 14th " " 30th, "	North Lima	599,988.71	37.2
" 30th " June 9th, "	Illinois	385,113.57	32.5
June 9th " " 15th, "	Indiana	300,188.49	34.1
" 11th " " 20th, "	Illinois	300,107.91	32.8
" 16th " " 22nd, "	North Lima	299,143.68	37.5
" 20th " July 2nd, "	Kansas	435,374.25	33.4
" 22nd " June 29th, "	South Lima	300,005.28	34.4
" 29th " July 10th, "	Illinois	694,259.09	33.2
July 8th " " 15th, "	North Lima	300,124.53	37.2
" 10th " " 18th, "	Kansas	302,643.77	33.1
" 15th " " 22nd, "	Illinois	428,448.33	33.3
" 22nd " " 24th, "	Indiana	138,766.90	34.8
" 22nd " " 31st, "	Kansas	375,599.30	32.9
" 26th " Aug. 5th, "	Indiana	482,239.46	34.8
Aug. 1st " " 12th, "	Illinois	603,906.00	33.1
" 9th " " 15th, "	North Lima	300,634.21	37.4
" 13th " Sept. 6th, "	Kansas	927,221.36	33
" 15th " Aug. 25th, "	Illinois	524,834.05	33
" 25th "	South Lima	42,087.35	.....
" 27th " Sept. 1st, "	South Lima	257,900.66	35.1
Sept. 2nd " " 9th, "	Indiana	402,237.53	34.9
" 7th " Oct. 27th, "	Illinois	2,934,334.79	33.1
" 13th & Sept. 14th, "	Indiana	105,857.59	34.6
" 16th to " 21st, "	.....do.....	287,207.61	34.8
" 23th & " 26th, "	.....do.....	49,769.70	34.8
" 28th to Oct. 3rd, "	Indiana	250,404.43	35.0

Statement showing batches of oil pumped from Cygnet, Ohio—Continued.

Date pumped.	Grade of oil.	Amount pumped.	Avge. gravity.
Oct. 4th to Oct. 15th, 1907	North Lima	542,026.03	37.5
" 26th " Dec. 8th, "	Kansas	1,5.8,655.44	32.9
" 27th " Nov. 2nd, "	South Lima	300,406.12	35.3
Nov. 4th " " 11th, "	Indiana	300,044.21	34.7
" 11th " " 22nd, "	Illinois	499,981.95	33.7
" 27th " Dec. 10th, "	Indiana	599,979.16	34.8
Dec. 9th " Jan. 31st, "	Illinois	2,813,085.33	33.1
" 14th " Dec. 19th, "	North Lima	300,238.43	37.3
" 30th/07 " Jan. 21st, 1908	do	899,989.39	37.1
Jan. 21st " " 31st, "	South Lima	300,074.94	34.9
" 31st " Feb. 8th, "	North Lima	299,997.33	37.2
Feb. 1st " March 6th, "	Kansas	1,917,826.06	33
" 8th " Feb. 18th, "	Indiana	299,997.06	34.4
" 23rd " Mar. 3rd, "	Indiana	300,013.19	34.4
March 6th " " 14th, "	North Lima	300,088.50	36.9
" 7th " April 8th, "	Illinois	1,814,477.84	33
" 21st " " 1st, "	Indiana	435,515.10	34.9
April 3rd " " 12th, "	South Lima	299,976.78	35
" 9th " May 19th, "	Kansas	1,558,935.65	32.8
" 14th " April 23rd, "	North Lima	349,901.86	37.3
" 23rd " May 6th, "	Indiana	396,517.94	34.5
May 8th " " 18th, "	North Lima	337,004.27	37.7
" 19th " " 28th, "	Indiana	299,994.72	34.8
" 20th " June 7th, "	Illinois	941,552.04	33
" 29th " " 8th, "	South Lima	300,080.27	35.4
June 8th " " 20th, "	North Lima	370,338.41	37
" 8th " " 25th, "	Kansas	867,253.02	32.8
" 26th " July 2nd, "	Illinois	557,026.92	33
July 1st " " 12th, "	Indiana	412,477.49	34.9
" 3rd " " 26th, "	Kansas	1,209,942.54	32.9
" 15th " " 24th, "	North Lima	300,108.24	37.4
" 27th " Aug. 8th, "	Illinois	621,140.51	33.2
Aug. 4th " " 13th, "	North Lima	334,975.84	37.1
" 9th " Nov. 4th, "	Kansas	4,034,494.12	33
" 15th " Aug. 23rd, "	Indiana	299,980.68	34.7
" 25th " Sept. 2nd, "	South Lima	299,985.25	35.1
Sept. 12th " " 21st, "	North Lima	324,998.87	37.8
" 21st " Oct. 2nd, "	Indiana	399,996.89	35.7
Oct. 12th " " 20th, "	North Lima	333,994.20	37.1
Nov. 5th " Dec. 8th, "	Illinois	1,366,700.75	33
" 7th " Nov. 19th, "	Indiana	399,993.91	34.4
" 19th " Dec. 1st, "	North Lima	399,981.84	37.3

PETITIONER'S EXHIBIT 994.

Statement showing batches of oil received at State Line and pumped through Northern Pipe Line Company.

Date pumped.	Kind of oil.	Amount.
Aug. 4th to Sept. 23rd, 1905	North Lima	1,760,136.91
Sept. 23rd " Oct. 15th, "	South Lima	816,919.16
Oct. 15th " Nov. 10th, "	Indiana	882,181.29
Nov. 10th " " 19th, "	North Lima	299,076.72
" 19th " " 28th, "	Indiana	277,052.40
" 28th " Feb. 10th, 1906	North Lima	3,528,476.89
Feb. 10th " " 21st, "	Kansas	481,917.31
" 21st " March 12th, "	North Lima	931,785.42
March 12th " April 2nd, "	Indiana	969,922.02
April 2nd " " 14th, "	South Lima	549,041.87
" 14th " " 21st, "	Kansas	316,188.18
" 21st " May 5th, "	South Lima	674,482.90
May 5th " " 30th, "	North Lima	1,276,124.16
" 31st " June 6th, "	Kansas	374,283.78
June 6th " " 25th, "	North Lima	1,011,260.17
" 25th " " 29th, "	South Lima	174,040.63
" 29th " July 8th, "	Kansas	456,480.41
July 8th " " 10th, "	South Lima	106,187.78
" 11th " August 14th, "	North Lima	2,186,169.06
Aug. 14th " " 24th, "	Kansas	591,606.79
" 24th " Sept. 19th, "	Indiana	1,498,774.00
Sept. 19th " " 30th, "	Kansas	611,992.34
" 30th " Oct. 8th, "	South Lima	494,492.29
Oct. 8th " Nov. 7th, "	Indiana	1,563,469.74
Nov. 4th " Jan. 28th, 1907	Kansas	1,194,685.44
" 7th " Dec. 6th, 1906	North Lima	1,060,469.58
Dec. 6th " " 24th, "	Indiana	569,635.77
" 24th " Jan. 3rd, 1907	North Lima	322,041.91
Jan. 3rd " " 20th, "	South Lima	369,899.07
" 20th " Feb. 3rd, "	North Lima	506,017.77
Feb. 3rd " " 27th, "	Indiana	1,111,526.96
" 19th " July 22nd "	Kansas	2,311,847.04
" 28th " March 14th, "	North Lima	538,199.40
March 14th " " 29th, "	Indiana	553,661.63
" 29th " April 7th, "	North Lima	360,109.16
April 7th " " 24th, "	South Lima	599,721.56
" 24th " May 2nd, "	North Lima	302,257.38
May 2nd " " 18th, "	Indiana	573,419.06
" 18th " June 4th, "	North Lima	598,364.78
June 4th " " 12th, "	Illinois	299,069.38
" 12th " " 21st, "	Indiana	330,176.53
" 31st " " 28th, "	North Lima	302,071.02
" 28th " July 5th, "	South Lima	303,491.74
July 5th " " 13th, "	Illinois	312,958.41
" 13th " " 20th, "	North Lima	303,137.00
" 20th " " 31st, "	Illinois	438,968.96
" 31st " Aug. 7th, "	Kansas	110,516.20
" 27th " " 12th, "	Indiana	649,598.22
Aug. 7th " " 30th, "	Illinois	603,445.94
" 12th " " 19th, "	North Lima	306,976.06
" 18th " Sept. 10th, "	Kansas	359,303.61
" 30th " " 6th, "	South Lima	303,165.69
Sept. 6th " " 26th, "	Indiana	801,025.10
" 10th " Nov. 5th, "	Illinois	1,429,925.29
Oct. 2nd " Oct. 9th, "	Indiana	301,542.88
" 9th " " 22nd, "	North Lima	502,961.84
Nov. 1st " Nov. 9th, "	South Lima	304,832.63
" 5th " Dec. 17th, "	Kansas	582,352.35
" 9th " Nov. 17th, "	Indiana	302,396.04
" 17th " Dec. 1st, "	Illinois	452,971.97
Dec. 1st " " 17th, "	Indiana	601,832.17
" 17th " Feb. 8th, 1908	Illinois	1,208,924.71
" 17th " Dec. 26th, 1907	North Lima	304,797.68
Jan. 3rd " Jan. 27th, 1908	North Lima	902,261.40
" 27th " Feb. 4th, "	South Lima	304,468.26
Feb. 4th " " 15th, "	North Lima	300,092.00
" 8th " March 16th, "	Kansas	1,005,164.01
" 15th " " 10th, "	Indiana	607,990.03
March 10th " " 21st, "	North Lima	300,070.42
" 16th " April 22nd, "	Illinois	1,026,090.34
" 25th " " 7th, "	Indiana	445,584.74
April 7th " " 18th, "	South Lima	299,538.65
" 18th " " 29th, "	North Lima	300,207.43
" 22nd " May 25th, "	Kansas	621,118.22
" 29th " " 14th, "	Indiana	395,234.73
May 14th " " 22nd, "	North Lima	300,094.72
" 22nd " June 2nd, "	Indiana	300,608.33
" 25th " " 18th, "	Illinois	701,676.59

Statement showing batches of oil received at State Line and pumped through Northern Pipe Line Company—Continued.

Date pumped.	Kind of oil.	Amount.
June 2nd " June 14th, 1908	South Lima	299,576.42
" 14th " " 26th, "	North Lima	299,816.61
" 18th " July 2nd, "	Kansas	549,750.70
July 2nd " " 13th, "	Illinois	363,046.68
" 4th " " 19th, "	Indiana	413,761.84
" 13th " Aug. 6th, "	Kansas	971,286.91
" 19th " July 30th, "	North Lima	302,183.12
Aug. 6th " Aug. 23rd, "	Illinois	605,929.17
" 8th " " 19th, "	North Lima	299,387.06
" 19th, " " 29th, "	Indiana	298,811.63
" 23rd " Nov. 17th, "	Kansas	3,230,697.45
" 29th " Sept. 9th, "	South Lima	299,891.31
Sept. 15th " " 26th, "	North Lima	300,091.50
" 26th " Oct. 10th, "	Indiana	399,159.91
Oct. 15th " " 25th, "	North Lima	299,494.25
Nov. 10th " Nov. 26th, "	Indiana	399,149.54

PETITIONER'S EXHIBIT 995.

Statement showing batches of Lima grade oil received and pumped through N. Y. div. from Olean, N. Y.

Date pumped.	Grade of oil.	Amount.	Avge. grav.
July 27th to Sept. 2nd, 1905	Indiana	845,357.20	35.
Sept. 2nd " Nov. 5th, "	North Lima	1,507,362.75	35.
Nov. 6th " Dec. 5th, "	Indiana	804,898.06	34.6
Dec. 5th " " 28th, "	South Lima	714,174.00	35.6
" 28th " March 23rd, 1906	North Lima	2,615,645.59	36.9
March 23d " May 5th, "	Indiana	1,304,418.32	34.9
May 5th " June 6th, "	South Lima	1,011,250.10	35.
June 6th " " 30th, "	North Lima	590,627.07	35.1
July 1st " July 16th, "	South Lima	267,737.84	35.
" 16th " Aug. 31st, "	North Lima	1,670,712.25	36.8
Aug. 29th " Sept. 24th, "	Indiana	755,704.79	34.9
Sept. 1st " " 22nd, "	North Lima	397,632.78	36.
Oct. 5th " Oct. 16th, "	South Lima	494,181.82	35.1
" 13th " Nov. 14th, "	Indiana	1,105,100.57	34.8
Nov. 14th " Dec. 11th, "	North Lima	463,797.22	36.7
Dec. 11th " " 31st, "	Indiana	589,537.31	34.6
" 31st " Feb. 6th, 1907	North Lima	326,803.73	36.8
Feb. 6th " March 6th, "	Indiana	1,083,406.43	34.6
March 6th " " 17th, "	North Lima	296,461.89	36.8
" 17th " April 5th, "	Indiana	547,689.14	34.7
April 5th " " 14th, "	North Lima	296,547.86	36.6
" 14th " " 30th, "	South Lima	298,149.57	35.
" 30th " May 8th, "	North Lima	300,003.51	36.8
May 8th " " 24th, "	Indiana	332,648.05	34.6
" 22nd " June 8th, "	North Lima	606,870.17	36.4
June 13th " " 29th, "	Indiana	553,150.40	34.2
" 29th " July 6th, "	North Lima	301,775.33	36.2
July 6th " " 17th, "	South Lima	301,813.41	35.
" 17th " " 27th, "	North Lima	299,679.25	36.
" 30th " Aug. 19th, "	Indiana	648,909.12	34.3
Aug. 19th " Sept. 3rd, "	North Lima	299,477.95	35.6
" 3d " " 12th, "	South Lima	298,203.83	35.
" 12th " Oct. 15th, "	Indiana	1,078,872.94	34.6
" 15th " Nov. 5th, "	North Lima	502,147.33	36.2
Nov. 5th " " 16th, "	South Lima	300,619.57	35.5
" 16th " " 26th, "	Indiana	281,219.67	34.9
Dec. 4th " Dec. 25th, "	Indiana	617,789.45	34.8
" 24th " Feb. 5th, 1908	North Lima	1,197,460.66	36.9
Feb. 6th " " 15th, "	South Lima	302,302.37	35.7
" 15th " " 28th, "	North Lima	308,118.25	36.4
" 28th " March 18th, "	Indiana	599,193.02	35.3
March 18th " " 28th, "	North Lima	301,326.34	36.7
April 1st " April 15th, "	Indiana	435,295.55	34.7
" 15th " " 27th, "	South Lima	299,827.09	35.4
" 28th " May 8th, "	North Lima	300,037.34	36.5
May 8th " " 21st, "	Indiana	394,270.63	34.4
" 21st " " 29th, "	North Lima	298,829.42	36.5
" 29th " June 11th, "	Indiana	295,838.48	34.9
June 11th " " 23rd, "	South Lima	299,561.43	35.
" 23rd " July 10th, "	North Lima	297,230.90	35.
July 10th " " 26th, "	Indiana	411,667.06	34.
" 27th " Aug. 25th, "	North Lima	596,637.72	35.5
Aug. 25th " Sept. 5th, "	Indiana	296,063.76	34.8
Sept. 5th " " 21st, "	South Lima	297,998.87	35.
" 21st " " 30th, "	North Lima	292,952.47	36.
Oct. 1st " Oct. 20th, "	Indiana	398,117.76	34.9
" 20th " Nov. 3rd, "	North Lima	300,685.51	35.9
Nov. 17th " " 30th, "	Indiana	* 358,531.14	35.1

* Batch not completed.

PETITIONER'S EXHIBIT 996.

Statement showing other grades of oil pumped and delivered through the New York division New York Transit Company.

Date pumped.	Grades of oil.	Amount.	Average gravity.
Aug. 18th, to Aug. 26th, 1905	Newcastle	74,658.89	39.4
" 23rd, " Sept. 8th, "	Pennsylvania	197,461.32	42.9
Oct. 6th, " Oct. 23rd, "	"	174,021.62	43.
Feb. 23rd, " Mar. 28th, 1906	Kansas	295,728.20	32.3
Apr. 25th, " May 15th, "	"	204,737.18	32.6
June 13th, " July 16th, "	"	356,234.91	32.4
Aug. 1st, " Aug. 7th, "	"	253,201.59	31.8
Aug. 28th, " Sep. 6th, "	"	337,111.16	.....
Sept. 30th, " Oct. 7th, "	"	287,727.96	.....
Oct. 29th, " Nov. 7th, "	"	325,760.18	.....
Nov. 20th, /06 " Jan. 9th, 1907	"	386,955.03	.....
Jan. 22nd, " Feb. 5th, "	Pennsylvania	151,136.19	.....
Feb. 5th, " Apr. 19th, "	Kansas	824,830.61	.....
May 18th, " May 28th, "	"	105,449.17	.....
June 12th, " Aug. 5th, "	"	647,710.56	32.9
Aug. 5th, " " 17th, "	Illinois	143,965.07	32.8
" 17th, " " 22nd, "	Kansas	49,081.54	32.8
" 22nd, " Sep. 5th, "	Illinois	155,494.93	32.8
Sep. 5th, " " 27th, "	Kansas	235,803.26	32.9
" 27th, " Nov. 29th, "	Illinois	645,106.19	33.
Nov. 29th, /07 " Jan. 6th, 1908	Kansas	423,258.89	32.9
Jan. 6th, " Feb. 27th, "	Illinois	502,616.41	33.
Feb. 27th, " Apr. 5th, "	Kansas	440,225.83	32.8
Apr. 5th, " May 13th, "	Illinois	606,923.83	32.9
May 13th, " June 18th, "	Kansas	514,754.28	32.7
June 18th, " July 12th, "	Illinois	471,950.91	33.
July 12th, " " 28th, "	Kansas	340,214.24	32.8
" 29th, " Aug. 13th, "	Illinois	335,645.28	33.
Aug. 13th, to Sept. 10th, 1908	Kansas	576,589.22	32.9
Sept. 10th, " Oct. 4th, "	Illinois	434,779.96	33.2
Oct. 4th, " " 23rd, "	Kansas	392,132.76	33.4
" 23rd, " " 31st, "	Penn'a	197,737.29	42.2
" 31st, " Nov. 30th, "	Kansas	*854,559.24	32.9

* Batch not completed.

PETITIONER'S EXHIBIT 997.

Statement showing batches of oil pumped from Morgantown, West Virginia.

Date pumped.	Grade of oil.	Amount pumped.	Average gravity.
Aug. 3rd, 1905, to Aug. 14th, 1905	Eureka	515,276.25	44.1
" 15th, " " " 17th, "	Morgantown	120,236.66	43.5
" 17th, " " " 20th, "	Eureka	148,088.45	44.3
" 21st, " " " 22nd, "	Morgantown	70,720.64	43.2
" 22nd, " and " 23rd, "	Eureka	60,782.06	44.2
" 24th, " to " 26th, "	Somerset	95,824.50	38.8
" 26th, " " Sept. 1st, "	do	306,418.76	44.
Sept. 2nd to Sept. 5th, 1905	Morgantown	110,190.33	43.6
" 5th and " 6th, "	Eureka	82,110.59	44.
" 7th " " 8th, "	Morgantown	80,704.38	43.4
" 8th to " 13th, "	Eureka	216,880.70	44.
" 14th " " 16th, "	Morgantown	110,553.91	43.6
" 16th " " 29th, "	Eureka	561,300.25	44.
" 30th " Oct. 2nd, "	Morgantown	110,356.32	43.6
Oct. 2nd " " 5th, "	Eureka	141,035.74	43.6
" 6th and " 7th, "	Morgantown	75,700.44	43.4
" 7th	Eureka	9,250.15	.....
" 8th to Oct. 9th, "	Somerset	77,896.19	39.5
" 9th, " " 12th, "	Eureka	134,119.17	44.
" 13th, " " 15th, "	Morgantown	110,306.55	43.6
" 15th, " " 17th, "	Eureka	58,251.81	44.1
" 17th, " " 19th, "	Corning	71,618.28	35.8
" 18th, " " 23rd, "	Eureka	174,334.55	43.9
" 24th and " 25th, "	Morgantown	65,155.73	43.5
" 25th to " 28th, "	Eureka	138,749.44	44.1
" 29th " " 31st, "	Morgantown	110,643.37	43.5
" 31st " Nov. 11th, "	Eureka	473,491.35	43.9
Nov. 11th " " 16th, "	Morgantown	180,298.57	43.5
" 16th " " 24th, "	Eureka	361,984.63	43.9
" 25th " " 27th, "	Morgantown	87,701.53	43.5
" 27th " Dec. 4th, "	Eureka	236,849.85	44.3
Dec 5th " " 8th, "	Morgantown	139,459.95	43.5
" 8th " " 15th, "	Eureka	235,648.26	44.
" 16th " " 19th, "	Morgantown	140,987.12	43.4
" 19th " " 22nd, "	Eureka	105,206.08	44.2
" 23rd and " 24th, "	Somerset	64,208.73	38.8
" 24th to " 31st, "	Eureka	251,507.24	44.1
Jan. 1st " Jan. 5th, 1906	Morgantown	170,460.92	43.6
" 5th " " 14th, "	Eureka	321,822.19	44.
" 14th " " 20th, "	Morgantown	190,587.27	43.4
" 20th " " 23rd, "	Eureka	118,299.13	44.1
" 24th and " 25th, "	Somerset	64,814.94	39.
" 26th " Feb. 2nd, "	Eureka	234,925.25	44.4
Feb. 3rd to " 7th "	Morgantown	140,779.61	43.4
" 7th " " 13th, "	Eureka	233,940.43	43.9
" 14th " " 20th, "	Morgantown	240,457.12	44.
" 20th " " 23rd, "	Eureka	110,678.32	44.2
" 24th and " 25th, "	Somerset	69,607.61	38.4
" 26th to Mar. 1st, "	Eureka	140,378.89	44.4
Mar. 2nd " " 5th, "	Morgantown	141,067.14	42.8
" 6th " " 10th, "	Eureka	173,843.40	44.1
" 11th " " 15th, "	Morgantown	145,408.42	43.
" 15th " " 17th, "	Eureka	99,811.77	44.3
" 18th " " 20th, "	Somerset	95,754.57	39.2
" 20th " " 24th, "	Eureka	148,771.76	43.9
" 25th " " 29th, "	Morgantown	171,200.42	43.8
" 29th " Apr. 5th, "	Eureka	253,446.67	44.5
Apr. 6th " " 9th, "	Morgantown	150,554.32	43.7
" 9th " " 24th, "	Eureka	412,328.98	44.2
" 25th " " 29th, "	Morgantown	175,923.16	44.
" 30th " May 1st, "	Eureka	70,045.25	43.9
May 2nd and " 3rd, "	Somerset	70,076.98	38.5
" 4th to " 6th, "	Eureka	125,069.77	44.2
" 7th " " 11th, "	Morgantown	175,329.83	43.7
" 11th " " 19th, "	Eureka	347,213.74	44.2
" 20th " " 24th, "	Morgantown	200,457.59	43.9
" 25th " June 5th, "	Eureka	359,792.48	44.1
June 5th " " 7th, "	Somerset	64,811.39	38.2
" 7th and " 8th, "	Eureka	73,982.68	44.1
" 8th to " 14th, "	Morgantown	210,642.48	44.
" 14th " June 24th, "	Eureka	408,693.38	44.4
" 25th "	Cabell	25,537.49	39.6
" 25th to June 28th, "	Eureka	96,285.42	44.3
" 28th " July 3rd, "	Morgantown	220,195.74	44.
July 3rd " " 9th, "	Eureka	225,080.58	44.2
" 9th " " 11th, "	Corning	72,043.18	36.8
" 11th " " 21st, "	Eureka	428,500.34	44.4
" 22nd and " 23rd, "	Somerset	72,622.93	37.3
" 23rd to " 27th, "	Eureka	167,944.38	43.9
" 27th " " 31st, "	Morgantown	140,658.22	44.

Statement showing batches of oil pumped from Morgantown, West Virginia—Continued.

Date pumped.	Grade of oil.	Amount pumped.	Average gravity.
July 31st to Aug. 19th, 1906	Eureka	661,876.62	44.5
August 20th " " 25th, "	Morgantown	225,124.96	43.9
" 26th " Sept. 9th, "	Eureka	569,770.17	44.3
Sept. 10th " " 15th, "	Morgantown	225,424.68	43.4
" 15th " " 19th, "	Eureka	135,841.57	44.7
" 19th and " 20th, "	Somerset	74,049.12	38.2
" 20th to " 22nd, "	Corning	72,244.04	36.2
" 21st " " 27th, "	Eureka	212,465.87	44.7
" 28th " Oct. 3rd, "	Morgantown	230,717.90	43.2
Oct. 3rd " " 12th, "	Eureka	351,983.29	44.5
" 13th " " 17th, "	Morgantown	170,111.80	43.2
" 17th " " 28th, "	Eureka	413,990.44	44.4
" 29th " Nov. 2nd, "	Morgantown	175,760.56	43.2
Nov. 2nd " " 4th, "	Eureka	103,974.80	44.
" 5th and " 6th, "	Somerset	71,982.20	39.
" 8th to " 11th, "	Eureka	166,145.69	44.5
" 12th " " 16th, "	Morgantown	165,211.07	43.5
" 16th " " 28th, "	Eureka	440,516.40	44.3
" 29th " Dec. 3rd, "	Morgantown	173,779.30	43.
Dec. 3rd " " 13th, "	Eureka	265,044.10	44.3
" 14th " " 19th, "	Morgantown	170,002.09	43.5
" 19th " " 21st, "	Eureka	99,267.12	44.1
" 21st " " 24th, "	Kansas	99,627.09	32.8
" 24th " " 26th, "	Somerset	74,299.24	39.2
" 26th " Jan. 2nd, 1907	Eureka	288,427.05	44.1
Jan. 3rd " " 8th, "	Morgantown	168,270.68	43.3
" 8th " " 11th, "	Eureka	124,719.72	43.8
" 11th " " 13th, "	Kansas	99,822.16	32.8
" 13th " " 17th, "	Eureka	121,040.74	44.
" 19th " " 22nd, "	Morgantown	130,175.50	43.9
" 23rd " " 29th. "	Eureka	294,490.93	44.3
" 30th and " 31st, "	Morgantown	39,427.33	43.8
Feb. 1st, "	Eureka	22,577.17	44.1
" 1st to Feb. 4th, "	Kansas	99,721.51	32.7
" 4th " " 6th, "	Eureka	74,519.15	44.3
" 6th " " 10th, "	Morgantown	126,891.98	43.4
" 10th "	Eureka	20,523.94	44.3
" 10th " " 12th, "	Kansas	73,764.05	32.7
" 12th " " 14th, "	Eureka	80,658.98	44.3
" 15th and " 16th, "	Morgantown	75,979.34	43.2
" 17th to " 20th, "	Eureka	132,101.61	43.7
" 20th " " 22nd, "	Somerset	74,647.14	37.7
" 22nd " " 24th, "	Kansas	89,612.45	33.1
" 24th " " 26th, "	Morgantown	74,625.00	43.2
" 26th " March 2nd, "	Eureka	73,947.01	44.1
March 2nd " " 4th, "	Kansas	90,930.37	33.2
" 4th " " 7th, "	Morgantown	95,115.55	43.7
" 9th " " 11th, "	Eureka	74,756.89	44.1
" 11th " " 14th, "	Morgantown	94,666.33	43.6
" 14th " " 21st, "	Eureka	280,793.06	43.7
" 21st " " 29th, "	Kansas	124,042.64	33.6
" 23rd " April 6th, "	Eureka	192,261.00	43.8
" 26th " " 1st, "	Morgantown	90,573.81	43.6
April 2nd and " 3rd, "	do	40,000.40	43.6
" 5th to " 9th, "	Kansas	102,583.01	33.9
" 6th " " 12th, "	Morgantown	108,972.62	43.5
" 9th " " 18th, "	Eureka	257,861.92	44.
" 16th " " 22nd, "	Corning	77,943.65	36.2
" 18th " " 31st, "	Morgantown	195,739.28	43.9
" 22nd " " 26th, "	Eureka	81,096.57	43.7
" 27th " May 1st, "	Kansas	123,980.84	33.3
May 1st " " 10th, "	Eureka	290,479.17	43.8
" 5th " " 21st, "	Morgantown	279,107.90	43.5
" 10th " " 14th, "	Kansas	109,200.33	33.3
" 14th " June 5th, "	Eureka	459,119.14	43.9
" 25th " May 27th, "	Morgantown	79,945.89	43.4
June 1st " June 6th, "	Kansas	150,029.33	33.2
" 5th " " 14th, "	Morgantown	218,831.96	43.6
" 6th " " 11th, "	Eureka	97,585.87	43.9
" 13th	do	10,774.09	44.
" 13th to June 15th, "	Somerset	75,022.43	38.9
" 15th " " 18th, "	Eureka	181,985.18	44.4
" 18th " July 3rd, "	Morgantown	333,194.32	43.5
" 30th and June 21st, "	Eureka	46,202.52	43.7
" 21st to " 25th, "	Kansas	126,434.44	33.2
" 25th " July 1st, "	Illinois	149,969.62	32.6
July 1st " " 10th, "	Eureka	273,969.78	44.3
" 6th " " 10th, "	Illinois	132,001.75	33.
" 10th " " 14th, "	Kansas	107,495.37	33.
July 11th to July 21st, "	Morgantown	191,404.87	43.5
" 14th " " 17th, "	Eureka	129,525.26	43.9
" 17th " " 24th, "	Illinois	224,562.18	33.1

Statement showing batches of oil pumped from Morgantown, West Virginia—Continued.

Date pumped.	Grade of oil.	Amount pumped.	Average gravity.
July 22nd to July 27th, 1907	Corning	77,744.93	36.
" 24th " " 26th, "	Eureka	74,850.59	44.2
" 26th " August 4th, "	Kansas	285,055.66	33.1
" 27th " July 30th, "	Eureka	50,050.95	44.
" 30th " Aug. 9th, "	Morgantown	187,114.10	43.1
August 4th " " 9th, "	Eureka	183,721.05	43.9
" 19th " " 13th, "	Kansas	160,729.65	32.9
" 10th " " 17th, "	Eureka	129,587.88	43.8
" 13th " " 18th, "	Illinois	181,455.18	32.9
" 17th " " 25th, "	Morgantown	150,452.50	43.6
" 19th " " 22nd, "	Eureka	124,352.06	44.1
" 22nd " " 31st, "	Illinois	305,066.44	32.9
" 26th " " 30th, "	Eureka	84,699.37	44.
" 30th " Sept. 14th, "	Morgantown	236,134.97	43.4
" 31st " " 4th, "	Eureka	169,645.76	43.7
Sept. 5th " " 13th, "	Kansas	264,626.86	33.
" 13th " " 20th, "	Eureka	235,293.57	44.
" 19th " " 27th, "	Morgantown	141,103.04	43.3
" 20th " " 28th, "	Kansas	284,445.95	33.0
" 28th " Oct. 3rd, "	Eureka	179,228.31	44.3
" 30th " " 8th, "	Illinois	262,438.89	33.2
Oct. 3rd " " 11th, "	Morgantown	142,001.91	43.3
" 8th " " 10th, "	Somerset	75,805.24	34.4
" 10th " " 17th, "	Eureka	184,420.06	44.6
" 12th " " 19th, "	Illinois	256,435.59	33.2
" 17th " " 24th, "	Morgantown	124,964.48	43.5
" 20th " " 24th, "	Eureka	139,520.29	43.2
" 24th " Nov. 5th, "	Illinois	420,267.97	33.3
" 25th, " " 1st, "	Eureka	125,153.62	44.4
Nov. 1st to Nov. 24th, 1907	Morgantown	389,428.81	43.6
" 6th " " 9th, "	Eureka	130,271.39	44.4
" 9th " " 20th, "	Illinois	352,964.27	33.1
" 20th and " 21st, "	Eureka	9,901.14	44.2
" 21st to " 23rd, "	Cabell	79,600.00	39.3
" 23rd " " 28th, "	Eureka	110,338.73	43.6
" 25th " Dec. 2nd, "	Kansas	253,718.66	33.0
" 28th " " 8th, "	Morgantown	159,341.83	43.3
Dec. 3rd " " 6th, "	Eureka	124,572.59	44.0
" 6th " " 13th, "	Kansas	194,431.59	33.1
" 8th " " 18th, "	Eureka	259,231.45	43.9
" 16th " " 25th, "	Morgantown	157,609.42	43.2
" 18th " " 30th, "	Kansas	368,071.68	32.8
" 26th " Jan. 1st, 1908	Eureka	115,163.98	43.7
" 30th " " 1st, "	Somerset	77,615.89	38.6
Jan. 1st " " 12th, "	Morgantown	184,361.12	43.8
" 1st " " 5th, "	Kansas	107,083.59	32.8
" 5th " " 28th, "	Illinois	740,360.54	33.
" 12th " " 17th, "	Eureka	81,297.08	43.7
" 17th " " 30th, "	Morgantown	207,344.57	43.5
" 29th " Feb. 7th, "	Eureka	239,612.21	43.8
Feb. 1st " " 10th, "	Illinois	285,200.84	33.
" 7th " " 16th, "	Morgantown	151,704.30	43.8
" 11th " " 16th, "	Eureka	189,374.37	43.7
" 16th " " 25th, "	Illinois	299,044.54	33.1
" 17th " " 22nd, "	Eureka	90,272.60	43.8
" 22nd " March 2nd, "	Morgantown	190,818.09	43.7
" 27th " Feb. 29th, "	Eureka	69,786.73	43.6
" 29th " March 3rd, "	Illinois	106,166.69	33.
March 3rd " " 7th, "	Eureka	74,666.28	43.8
" 3rd " " 9th, "	Kansas	201,589.25	32.8
" 7th " " 18th, "	Morgantown	242,476.79	43.5
" 10th and " 11th, "	Eureka	63,968.67	43.
March 13th to March 15th, 1908	Eureka	45,428.96	43.8
" 15th " " 17th, "	Somerset	75,858.99	39.1
" 17th " " 22nd, "	Kansas	173,994.03	32.7
" 22nd " " 27th, "	Eureka	199,046.55	43.5
" 23rd " April 2nd, "	Morgantown	169,269.34	44.
" 27th " " 4th, "	Kansas	310,646.87	33.
April 2nd " " 7th, "	Eureka	150,387.76	43.3
" 7th " " 15th, "	Morgantown	146,190.19	43.5
" 7th " " 13th, "	Kansas	233,110.89	33.
" 13th " " 17th, "	Illinois	75,737.93	33.
" 16th " " 19th, "	Eureka	66,358.72	43.7
" 17th " " 19th, "	Corning	74,832.44	35.7
" 19th " " 21st, "	Illinois	75,760.07	33.
" 20th " May 4th, "	Morgantown	302,258.63	43.9
" 21st " April 26th, "	Eureka	137,028.94	43.4
" 26th " May 2nd, "	Illinois	275,841.61	32.9
May 3rd " " 4th, "	Somerset	75,844.21	38.5
" 4th " " 8th, "	Illinois	153,840.68	33.
" 5th " " 11th, "	Eureka	187,154.41	43.6
" 10th " " 13th, "	Morgantown	67,031.88	43.2

Statement showing batches of oil pumped from Morgantown, West Virginia—Continued.

Date pumped.	Grade of oil.	Amount pumped.	Average gravity.
May 11th to May 22nd, 1908	Illinois	377,857.80	33.
" 14th " " 20th, "	Eureka	115,595.44	43.2
" 20th " " 26th, "	Morgantown	116,202.64	43.5
" 21st " " 29th, "	Kansas	346,736.16	32.8
" 27th " June 1st, "	Eureka	95,943.29	43.3
" 29th " " 4th, "	Illinois	252,130.13	33.5
June 1st " " 10th, "	Morgantown	165,420.81	43.2
" 4th " " 7th, "	Eureka	99,615.75	43.5
" 7th " " 9th, "	Kansas	99,991.08	32.9
" 9th " " 11th, "	Somerset	84,668.33	39.2
" 10th " " 16th, "	Eureka	127,459.18	43.9
" 11th " " 15th, "	Kansas	149,544.76	32.8
" 15th " " 20th, "	Illinois	185,678.02	33.2
" 17th " " 23rd, "	Morgantown	113,093.78	43.4
" 21st and " 22nd, "	Eureka	124,487.51	43.5
" 22nd to " 30th, "	Illinois	317,808.77	33.3
" 23rd " " 29th, "	Eureka	124,057.17	43.4
" 29th " July 7th, "	Morgantown	151,118.48	43.2
" 30th " " 8th, "	Kansas	339,035.25	32.8
July 8th " " 11th, "	Eureka	175,430.37	43.1
" 10th " " 21st, "	Illinois	448,332.96	33.4
" 12th " " 22nd, "	Morgantown	206,099.09	43.5
" 21st " " 30th, "	Eureka	274,337.12	43.6
" 24th " " 26th, "	Illinois	76,734.52	33.5
" 27th and " 28th, "	Somerset	85,000.86	39.3
" 28th to Aug. 5th, "	Illinois	342,812.74	33.4
" 30th " " 4th, "	Morgantown	109,400.30	43.5
Aug. 4th " " 9th, "	Eureka	234,757.52	43.6
" 9th " " 16th, "	Illinois	307,265.15	33.2
" 9th " " 14th, "	Morgantown	92,006.63	43.6
" 15th " " 20th, "	Eureka	209,265.00	43.8
" 18th " " 24th, "	Morgantown	107,585.22	43.3
" 20th " " 22nd, "	Illinois	110,037.89	33.2
" 23rd and " 24th, "	Corning	79,906.68	36.
" 24th to Sept. 3rd, "	Eureka	277,562.42	43.8
" 24th " Aug. 30th, "	Kansas	209,239.44	33.
" 30th and " 31st, "	Illinois	76,091.34	33.1
Sept. 3rd to Sept. 12th, "	Morgantown	239,509.36	43.5
" 4th " " 11th, "	Eureka	14,703.50	44.
" 12th " " 21st, "	Illinois	293,354.82	33.2
" 17th and " 18th, "	Eureka	354,474.84	44.1
" 18th to " 20th, "	Somerset	84,786.82	39.1
" 20th " " 23rd, "	Illinois	91,857.60	33.3
" 21st " " 30th, "	Kansas	74,115.24	32.8
" 23rd " " 29th, "	Morgantown	159,191.97	43.3
" 29th " Oct. 2nd, "	Eureka	204,131.75	43.8
" 30th to " 11th, "	Illinois	129,880.46	33.2
Oct. 2nd " " 6th, "	Eureka	348,615.68	43.8
" 9th " " 20th, "	Kansas	169,103.32	33.
" 12th and " 13th, "	Morgantown	208,402.85	43.6
" 14th " " 15th, "	Illinois	81,012.68	33.2
" 16th to " 20th, "	Cabell	76,910.29	39.9
" 20th " " 22nd, "	Kansas	185,797.17	32.9
" 21st " " 26th, "	Illinois	76,259.56	33.3
" 22nd " Nov. 2nd, "	Eureka	204,366.11	43.4
" 26th " Oct. 29th, "	Morgantown	190,043.49	43.4
" 30th " Nov. 1st, "	Illinois	135,081.55	33.3
Nov. 1st " " 4th, "	Corning	84,809.56	35.9
" 2nd " " 7th, "	Illinois	115,165.74	33.3
" 7th " " 13th, "	Eureka	179,466.00	43.7
" 8th " " 18th, "	Illinois	260,452.19	33.3
" 14th " " 16th, "	Morgantown	168,327.27	43.8
" 16th " " 18th, "	Somerset	84,489.81	39.2
" 18th " " 26th, "	Illinois	92,850.15	33.3
" 21st " " 30th, "	Eureka	244,055.71	44.2
	Kansas	356,724.37	32.9

PETITIONER'S EXHIBIT 998.

Pumpings via Millway and Centerbridge division from Millway.

Date pumped.	Kind of oil.	Amount.	Average gravity.
June 29th, 1905, to Aug. 5th, 1905	Eureka	598,277.15	43.9
Aug. 6th, " " " 9th, "	Morgantown	57,165.20	43.3
" 9th, " " " 25th, "	Eureka	236,576.46	43.6
" 25th, " " " 29th, "	Morgantown	58,174.33	43.3
" 29th, " " Sept. 11th, "	Eureka	208,221.61	43.7
Sept. 11th, " " " 20th, "	Morgantown	68,204.86	43.4
" 20th, " " Oct. 11th, "	Eureka	320,700.16	43.6
Oct. 11th, " " " 15th, "	Morgantown	64,372.24	43.3
" 15th, " " " 30th, "	Eureka	188,055.03	43.8
" 30th, " " Nov. 2nd, "	Morgantown	55,410.47	43.2
Nov. 2nd, " " " 19th, "	Eureka	271,860.74	43.5
" 19th, " " " 23rd "	Morgantown	66,383.64	43.3
" 23rd, " " " 30th, "	Eureka	115,855.56	43.5
" 30th, " " Dec. 3rd, "	Morgantown	50,295.38	43.5
Dec. 3rd, " " Jan. 6th, 1906	Eureka	542,872.15	43.9
Jan. 6th, 1906, " " 8th, "	Morgantown	35,228.79	43.8
" 8th, " " " 23rd "	Eureka	248,875.39	43.9
" 23rd, " " " 27th, "	Morgantown	60,087.26	43.6
" 27th, " " Feb. 21st, "	Eureka	431,244.71	44.
Feb. 21st, " " " 24th, "	Morgantown	55,098.79	43.6
" 24th, " " Mch. 31st, "	Eureka	522,934.19	44.2
Apr. 1st, " " Apr. 4th, "	Morgantown	55,198.66	44.
" 4th, " " May 4th, "	Eureka	446,263.52	43.9
May 4th, " " " 5th, "	Morgantown	18,213.94	43.8
" 5th, " " " 14th, "	Eureka	148,230.50	43.8
" 15th, " " " 17th, "	Morgantown	38,640.93	43.7
" 17th, " " " 25th, "	Eureka	114,621.36	44.
" 25th, " " " 27th, "	Morgantown	30,079.25	43.8
" 27th, " " June 5th, "	Eureka	105,240.75	43.9
June 5th, " " " 6th, "	Morgantown	12,722.34	43.4
" 6th, " " " 18th, "	Eureka	176,318.11	43.9
" 18th, " " " 20th, "	Morgantown	35,220.83	43.7
" 20th, " " July 7th, "	Eureka	252,665.86	43.8
July 7th, " " " 9th, "	Morgantown	34,994.03	43.4
" 9th, " " " 11th, "	Eureka	41,606.88	44.
" 12th, " " " 13th, "	Morgantown	21,959.77	43.6
" 13th, " " " 31st, "	Eureka	246,382.63	43.9
Aug. 3rd, " " Aug. 9th, "	Morgantown	49,383.20	43.6
" 9th, " " Sept. 8th, "	Eureka	363,187.34	43.7
Sept. 9th, " " " 12th, "	Morgantown	53,264.04	43.4
" 12th, " " " 20th, "	Eureka	151,658.03	43.9
" 21st, " " " 24th, "	Morgantown	61,909.37	43.4
" 24th, " " Oct. 11th, "	Eureka	262,925.62	44.
Oct. 11th, " " " 14th, "	Morgantown	49,445.24	43.
" 14th, " " Nov. 21st, "	Eureka	484,595.03	44.2
Nov. 21st, " " " 23rd, "	Morgantown	27,326.76	43.3
" 23rd, " " Dec. 27th, "	Eureka	443,261.87	43.9
Dec. 28th, " " Jan. 3rd, 1907	Kansas	107,370.37	32.5
Jan. 3rd, 1907, " " 10th, "	Eureka	126,166.23	43.9
" 10th, " " " 11th, "	Morgantown	25,127.73	43.3
" 13th, " " " 15th, "	Eureka	37,552.83	43.5
" 16th, " " " 21st, "	Kansas	60,884.33	33.
" 21st, " " " 24th, "	Eureka	59,141.18	43.5
" 24th, " " " 27th, "	Kansas	47,348.20	34.3
" 27th, " " Feb. 7th, "	Eureka	191,663.60	43.8
Feb. 7th, " " " 11th, "	Kansas	80,484.05	32.6
" 11th, " " " 16th, "	Eureka	95,669.05	43.8
" 17th, " " " 20th, "	Kansas	73,321.47	32.6
" 20th, " " " 26th, "	Eureka	98,510.48	43.7
" 28th, " " Mch. 4th, "	Kansas	64,224.78	33.5
Mch. 4th, " " " 8th, "	Eureka	56,127.31	43.
" 10th, " " " 15th, "	Kansas	56,881.14	33.
" 16th, 1907, to " 30th, "	Eureka	220,611.82	43.1
" 30th, " " Apr. 4th, "	Kansas	87,246.29	33
Apr. 4th, " " " 12th, "	Eureka	136,006.37	43.5
" 12th, " " " 15th, "	Kansas	63,226.13	33.3
" 15th, " " May 2nd, "	Eureka	242,385.21	43.5
May 3rd, " " " 7th, "	Kansas	73,942.18	32.9
" 7th, " " " 17th, "	Eureka	212,518.32	43.5
" 17th, " " " 20th, "	Kansas	65,186.71	35
" 20th, " " June 7th, "	Eureka	318,723.34	43.4
June 8th, " " " 13th, "	Kansas	89,495.40	33
" 13th, " " " 26th, "	Eureka	274,647.92	43
" 27th, " " July 2nd, "	Kansas	124,102.75	33
" 30th, " " " 4th, "	Illinois	78,007.68	33.4
July 5th, " " " 10th, "	Eureka	79,501.86	43
" 10th, " " " 13th, "	Illinois	63,791.08	33.4
" 18th, " " " 22nd, "	Eureka	128,877.64	43.5
" 22nd, " " " 27th, "	Illinois	147,325.82	32.4

Pumpings via Millway and Centerbridge division from Millway—Continued.

Date pumped.	Kind of oil.	Amount.	Average gravity.
July 27th, 1907, to July 31st, 1907	Eureka	74,406.70	43.3
" 31st, " " Aug. 7th, "	Kansas	190,017.08	33
Aug. 9th, " " " 13th, "	Eureka	134,004.72	43
" 13th, " " " 18th, "	Kansas	154,814.85	32.4
" 18th, " " " 23rd, "	Illinois	150,546.26	32.5
" 23rd, " " " 27th, "	Eureka	123,187.70	43.8
" 27th, " " Sept. 5th, "	Illinois	216,036.25	32.7
Sept. 5th, " " " 10th, "	Eureka	168,623.89	43.3
" 10th, " " " 11th, "	Illinois	51,863.00	33
" 11th, " " " 21st, "	Kansas	263,039.21	32.5
" 21st, " " " 25th, "	Eureka	119,884.57	43.5
" 25th, " " Oct. 4th, "	Kansas	264,902.33	32.6
Oct. 4th, " " " 6th, "	Eureka	79,220.63	+4
" 6th, " " " 15th, "	Illinois	245,446.33	33
" 15th, " " " 18th, "	Eureka	84,091.99	43.7
" 18th, " " " 25th, "	Illinois	195,402.49	33.4
" 26th, " " " 30th, "	Eureka	138,683.27	43.7
" 30th, " " Nov. 8th, "	Illinois	266,043.26	33
" 12th, " " " 18th, "	Eureka	194,053.84	44.2
" 18th, " " " 26th, "	Illinois	234,192.20	32.9
" 26th, " " " 29th, "	Cabell	79,600.00	39
" 29th, " " Dec. 3rd, "	Eureka	89,542.76	43.4
Dec. 3rd, " " " 4th, "	Illinois	22,357.81	32.8
" 4th, " " " 8th, "	Kansas	112,706.67	32.9
" 9th, " " " 13th, "	Eureka	121,226.42	43.7
" 13th, " " " 16th, "	Kansas	78,041.20	33
" 18th, " " " 25th, "	Eureka	205,133.13	43.2
" 25th, " " " 31st, "	Kansas	191,039.98	32.4
" 31st, " " Jan. 8th, 1908	Eureka	129,134.44	43
Jan. 8th, 1908, " " 11th, "	Kansas	96,730.16	32.5
" 11th, " " " 19th, "	Illinois	237,738.44	32.9
" 20th, " " " 22nd, "	Eureka	80,683.68	43.5
" 22nd, " " " 31st, "	Illinois	238,632.62	32.8
Feb. 3rd, " " Feb. 12th, "	Eureka	171,822.90	43.6
" 12th, " " " 16th, "	Illinois	111,767.22	32.6
" 16th, " " " 22nd, "	Eureka	148,076.83	43.7
" 22nd, " " Mch. 2nd, "	Illinois	207,950.11	32.8
Mch. 2nd, " " " 6th, "	Eureka	108,967.28	43.3
" 6th, " " " 9th, "	Illinois	87,935.24	32.9
" 9th, " " " 10th, "	Eureka	36,465.76	43.5
" 10th, " " " 13th, "	Kansas	95,996.69	32.8
" 15th, " " " 20th, "	Eureka	148,899.79	43.4
" 20th, " " " 25th, "	Kansas	127,371.74	32.8
" 27th, " " Apr. 2nd, "	Eureka	201,178.51	43.4
Apr. 2nd, " " " 7th, "	Kansas	142,055.58	32.8
" 7th, " " " 13th, "	Eureka	150,995.80	43.1
" 13th, " " " 19th, "	Kansas	182,856.43	32.9
" 20th, " " " 24th, "	Eureka	66,690.52	43.6
" 24th, " to " 26th, "	Illinois	82,340.54	33.
" 26th, " " May 2nd, "	Eureka	177,844.53	43.
May 2nd, " " " 12th, "	Illinois	304,165.13	32.9
" 12th, " " " 18th, "	Eureka	188,090.18	43.7
" 18th, " " " 22nd, "	Illinois	121,496.25	32.8
" 22nd, " " " 25th, "	Eureka	115,499.37	43.7
" 25th, " " " 28th, "	Illinois	72,959.76	32.7
" 28th, " " June 2nd, "	Kansas	183,392.08	32.5
June 2nd, " " " 3rd, "	Illinois	49,218.15	33.
" 4th, " " " 6th, "	Eureka	97,187.05	43.3
" 6th, " " " 11th, "	Illinois	154,443.95	32.9
" 11th, " " " 14th, "	Eureka	99,859.56	42.9
" 14th, " " " 19th, "	Kansas	161,842.82	32.5
" 19th, " " " 22nd, "	Eureka	127,812.30	43.8
" 22nd, " " " 26th, "	Illinois	125,552.88	32.8
" 26th, " " " 29th, "	Eureka	125,648.39	43.7
" 29th, " " July 2nd, "	Illinois	103,475.44	33.1
July 2nd, " " " 6th, "	Eureka	125,461.02	43.7
" 6th, " " " 7th, "	Illinois	48,981.51	32.9
" 7th, " " " 13th, "	Kansas	178,551.32	32.6
" 13th, " " " 16th, "	Eureka	132,173.38	43.
" 16th, " " " 18th, "	Kansas	71,691.29	32.7
" 18th, " " " 22nd, "	Illinois	115,405.59	33.1
" 23rd, " " " 31st, "	Eureka	286,051.06	43.3
" 31st, " " Aug. 7th, "	Illinois	260,105.26	32.9
Aug. 8th, " " " 12th, "	Eureka	188,464.68	43.6
" 13th, " " " 20th, "	Illinois	253,344.48	32.9
" 21st, " " " 26th, "	Eureka	194,164.20	43.
" 26th, " " " 29th, "	Illinois	124,420.19	32.9
" 29th, " " Sept. 4th, "	Kansas	159,239.44	32.7
Sept. 4th, " " " 12th, "	Eureka	217,802.75	43.7
" 12th, " " " 17th, "	Illinois	150,679.90	33.5
" 17th, " " " 24th, "	Eureka	275,650.56	43.9
" 24th, " " " 29th, "	Illinois	171,786.56	33.

Pumpings via Millway and Centerbridge division from Millway—Continued.

Date pumped.	Kind of oil.	Amount.	Average gravity.
Sept. 30th, 1908, to Oct. 8th, 1908	Eureka	267,356.56	42.2
Oct. 8th, " " " 9th, "	Illinois	27,430.13	33.3
" 9th, " " " 12th, "	Kansas	110,413.14	32.7
" 13th, " " " 18th, "	Eureka	214,673.91	42.8
" 18th, " " " 25th, "	Kansas	187,039.33	32.9
" 26th, " " Nov. 1st, "	Eureka	246,660.41	43.6
Nov. 1st, " " " 3rd, "	Kansas	63,663.65	33.
" 3rd, " " " 9th, "	Illinois	183,655.69	33.2
" 10th, " " " 15th, "	Eureka	180,759.49	43.5
" 15th, " " " 22nd, "	Illinois	217,815.66	33.2
" 23rd, " " " 29th, "	Eureka	200,338.57	43.

PETITIONER'S EXHIBIT 999

Pumpings via Fawn Grove Branch from Millway.

Date pumped.	Grade of oil.	Amount.	Average gravity.
Aug. 1st, 1904, to Dec. 26th, 1904	Eureka	806,072.29	43.5
Dec. 26th, " " Jan. 11th, 1905	Somerset	90,937.93	40.5
Jan. 11th, 1905, " Feb. 5th, "	Eureka	129,699.22	43.6
Feb. 5th, " " " 24th, "	Somerset	100,468.10	38.4
" 24th, " " July 31st, "	Eureka	785,957.42	43.5
Aug. 1st, " " " 31st, 1906	Eureka	1,153,044.03	43.9
" 1st, 1906, " Feb. 25th, 1907	Eureka	573,833.63	43.9
Feb. 28th, 1907, " July 9th, "	Kansas	344,187.88	33.1
July 9th, " " " 31st, "	Illinois	108,017.05	32.6
Aug. 1st, " " Sept. 8th, "	Illinois	172,351.38	32.7
Sept. 8th, " " Oct. 18th, "	Kansas	169,808.30	33.3
Oct. 18th, " " Nov. 27th, "	Illinois	254,181.13	33.3
Nov. 30th, " " Jan. 12th, 1908	Kansas	196,996.73	33.
Jan. 12th, 1908, " Mch. 13th, "	Illinois	257,404.66	33.1
Mch. 13th, " " Apr. 25th, "	Kansas	202,578.81	33.
Apr. 25th, " " May 27th, "	Illinois	159,654.45	32.8
May 27th, " June 20th, "	Kansas	122,504.16	32.5
June 21st, " " July 11th, "	Illinois	102,346.94	32.9
July 12th, " " " 19th, "	Kansas	38,873.02	32.5
" 19th, " " " 31st, "	Illinois	68,985.40	33.
Aug. 1st, " " Aug. 29th, "	Illinois	139,874.74	33.
" 29th, " " Sept. 10th, "	Kansas	50,000.00	32.9
Sept. 10th, " " " 29th, "	Illinois	98,455.21	33.6
" 29th, " " Oct. 11th, "	Kansas	106,859.70	33.
Oct. 11th, " " Nov. 25th, "	Illinois	205,979.73	33.3

PETITIONER'S EXHIBIT 1000.

Statement showing batches of oil from Colegrove, Penn'a, through Penn'a Div. National Transit Company.

Date pumped.	Grade of oil.	Amount.	Average gravity.
Aug. 3rd, 1905, to Sept. 11th, 1905	Indiana	331,874.01	34.9
Sept. 11th, 1905, " Oct. 11th, 1905	North Lima	252,628.15	35.
Nov. 1st, 1905, " Nov. 2nd, 1905	South Lima	5,455.32	34.7
Nov. 2nd, 1905, " Nov. 15th, 1905	Indiana	75,455.27	34.9
Nov. 15th, 1905, " April 24th, 1906	North Lima	1,217,941.42	37.
Apl. 24th, 1906, " June 2nd, 1906	South Lima	321,632.11	36.2
June 3rd, 1906, " July 9th, 1906	North Lima	316,195.85	35.
July 9th, 1906, " Sept. 28th, 1906	North Lima	736,426.13	37.5
Sept. 29th, 1906, " Dec. 12th, 1906	Indiana	592,813.03	36.
Dec. 12th, 1906, " Jan. 20th, 1907	North Lima	296,399.44	38.
Jan. 20th, 1907, " Feb. 27th, 1907	South Lima	298,148.44	36.5
Feb. 27th, 1907, " May 11th, 1907	North Lima	592,358.77	37.9
May 11th, 1907, " June 16th, 1907	South Lima	298,083.02	36.
June 16th, 1907, " July 22nd, 1907	Sour Ills	299,892.65	33.9
July 21st, 1907, " Sept. 30th, 1907	Sweet Ills	487,503.99	34.
Sept. 1st, 1907, " Sept. 9th, 1907	North Lima	74,961.40	37.1
Sept. 9th, 1907, " Sept. 10th, 1907	South Lima	10,814.85	36.9
Sept. 10th, 1907, " Sept. 16th, 1907	Indiana	50,032.87	35.8
Oct. 1st, 1907, " Feb. 18th, 1908	Sweet Ills	1,097,835.83	34.4
Feb. 18th, 1908, " March 27th, 1908	Kansas	294,642.05	34.2
Mar. 27th, 1908, " May 5th, 1098	Sweet Ills	309,932.03	34.2
May 5th, 1908, " June 5th, 1908	Kansas	263,068.36	33.7
June 5th, 1908, " July 28th, 1908	Sweet Ills	335,567.03	33.5
July 4th, 1908, " Aug. 19th, 1908	Kansas	322,176.02	33.3
Aug. 19th, 1908, " Sept. 28th, 1908	Sweet Ills	318,310.57	33.8
Sept. 28th, 1908, " Dec. 11th, 1908	Kansas	a 495,788.11	34.

a Batch not finished.

PETITIONER'S EXHIBIT 1001.

Statement showing batches of oil from Greggs, Penn'a, through the Crescent Pipe Line Co.

Date pumped.	Grade of oil.	Amount.	Average gravity.
Aug. 1st, 1905, to March 17th, 1906	Penn'a	1,321,303.56	44.7
Mar. 22nd, 1906, " April 10th, "	North Lima	94,119.12	39.
Apr. 10th, 1906, " June 1st, "	South Lima	268,154.01	34.5
June 1st, 1906, " July 19th, "	North Lima	247,252.86	35.4
July 19th, 1906, " Sept. 12th, "	North Lima	280,547.33	36.
Sept. 12th, 1906, " Nov. 10th, "	Indiana	300,103.57	35.
Nov. 10th, 1906, " Jan. 10th, 1907	North Lima	298,458.50	36.5
Jan. 10th, 1907, " March 12th, "	South Lima	297,133.59	35.3
Mar. 12th, 1907, " May 10th, "	North Lima	145,682.31	37.5
May 10th, 1907, " July 10th, "	Indiana	309,306.10	34.6
July 9th, 1907, " Dec. 31st, "	Sweet Illinois	904,522.17	33.2
Dec. 31st, 1907, " Jan. 14th, 1908	Penn'a	71,629.21	42.
Jan. 14th, 1908, " March 31st, "	Sweet Illinois	383,647.60	33.8
Apr. 1st, 1908, " April 29th, "	Sour Illinois	144,355.13	32.
May 1st, 1908, " Nov. 30th "	Sweet Illinois	a 1,113,907.83	33.

a Batch not completed.

PETITIONER'S EXHIBIT 1002.

In the Court of Common Pleas.

THE STATE OF OHIO, *Cuyahoga County,* } ss.

THE STANDARD OIL COMPANY, Plaintiff,
vs.
WILLIAM C. SCOFIELD, CHARLES W. Scofield, Daniel Shurmer, John Teagle, Defendants.

Petition for Relief and Injunction.

The said plaintiff The Standard Oil Company now comes and says that on the 20th day of July, A. D. 1876, it was and still is a corporation organized and existing under and by virtue of the laws of the State of Ohio, and that at the same time the said defendants, William C. Scofield, Charles W. Scofield, Daniel Shurmer, and John Teagle were, and still are, partners doing business in the firm name of Scofield, Shurmer and Teagle, and the said plaintiff complains of the said defendants and says:

THAT on the said 20th day of July, A. D. 1876, the said plaintiff and the said defendants as such partners were each separately engaged in the business of refining and dealing in crude petroleum and its products, said plaintiff having a number of refining establishments at Cleveland, Ohio, and the said defendants owning and operating one refinery only, also located at Cleveland, Ohio, on the line of the Atlantic and Great Western Railroad, and while so engaged and on the said 20th day of July, A. D. 1876, the said plaintiff and the said defendants as such partners entered into a joint arrangement in writing, in and by which it was, amongst other things, agreed between the said plaintiff and the said defendants individually and as such partners that the said defendants would continue their then business in the firm name of Scofield, Shurmer and Teagle of buying, refining, and selling crude petroleum and its products as theretofore carried on by them, for a period of ten years from July 20th, A. D. 1876, and furnish for the conducting of said business their refinery aforesaid with all tanks, fixtures, buildings, erections, tools, and all mechanical appliances then or theretofore used by them in their said business, together with the land on which the same are situated, and also within five days from the date of said agreement furnish for the use of said joint business adventure the sum of ten thousand dollars in cash to be used continuously in said business until July 20th, A. D. 1886.

THAT THE SAID William C. Scofield, Charles W. Scofield, Daniel Shurmer, and John Teagle, in and by said agreement for conducting said joint adventure, further covenanted and agreed with the plaintiff to devote all their time and personal attention necessary to conduct the said business for the period aforesaid, and that during the existence of said adventure they would not nor would either of them, as a firm or as individuals, directly or indirectly engaged or be concerned in any business connected with petroleum or any of its products in Cuyahoga County or elsewhere except in connection with the parties of the first part under this agreement, nor would they or either of them enter into any new business which would interfere with the time

necessary to be devoted to the full and faithful conduct of the business of said adventure.

THAT THE SAID William C. Scofield, Charles W. Scofield, Daniel Shurmer, and John Teagle, in and by said agreement for conducting said joint adventure, further covenanted and agreed with said plaintiff that the amount of crude petroleum to be distilled by them in the business of said adventure should not exceed annually eighty-five thousand barrels of forty-two gallons each in any year, but the same should be distributed as nearly as practicable in equal quantities of 42,500 barrels of 42 gallons each each and every six months from the 20th day of July, A. D. 1876, but the said 42,500 barrels might be run in a less period than six months.

THAT IN AND by said agreement for conducting the business of said joint adventure it was stipulated and agreed by both parties, amongst other things, that from the net profits of the business of said joint adventure, the said defendants should first be entitled to retain and be paid the sum of thirty-five thousand dollars per annum while the said agreement was in force and operation, and in the case the net profits should not amount to $35,000.00 for any year that said agreement for conducting said joint adventure was in force and operation, then at the expiration of any such year the plaintiff should, on demand, pay to the said defendants a sum of money sufficient to make that amount viz: $35,000.00 for any year that said agreement should be in force and operation. That all net profits over the amount of thirty-five thousand dollars, so stipulated to belong to said defendants annually, should belong and be paid to said plaintiff until the plaintiff should receive therefrom as much as said defendants had received from the net profits under the provisions of said agreement, and all net profits in excess of seventy thousand dollars annually should be divided equally between the parties thereto.

THAT IN CONSIDERATION thereof and in and by said agreement for conducting said joint adventure the said plaintiff stipulated and agreed with the said defendants, amongst other things, that on or before the 25th day of July, A. D. 1876, it would furnish to the said defendants for them to use in the business of said joint adventure the sum of ten thousand dollars in cash, which sum was so paid in as agreed and still remains in the business.

THAT THE SAID plaintiff would receive, dock, and sell in the city of New York all oil and the products of petroleum consigned to it for sale at New York by said firm of Scofield, Shurmer and Teagle at actual cost of brokerage and handling, without commissions.

THAT THE SAID plaintiff would and did in said agreement guarantee to the said defendants that their share of the net profits arising from the business of said joint adventure should for ten years from July 20th, A. D. 1876, to July 20th, A. D. 1886, amount to the sum of thirty-five thousand dollars annually, during the operation of this contract, as hereinbefore stated.

THE PLAINTIFF further says that between July 20th, 1876, and the present time the said defendants have repeatedly violated their said agreement in this, to wit: that every year since the making of said agreement the said defendants have distilled over 85,000 barrels of crude petroleum; that during the year from July 20th, 1876, to July 20th, 1877, they distilled 89,983$\frac{1}{4}$ barrels; that during the year from July 20th, 1877, to July 20th, 1878, they distilled 87,754$\frac{1}{4}$ barrels;

that during the year from July 20th, 1878, to July 20th, 1879, they distilled 100,246⅞ barrels; and from July 20th, 1879, to July 20th, 1880, they distilled 90,082⅞ barrels.

THAT UP TO THE present time the defendants have distilled more than by the terms of their said agreement they have a right to distill up to January 20th, 1881, and have purchased large quantities of crude petroleum and are distilling portions thereof and threaten to distill the balance without regarding their said contract. That the crude petroleum so as aforesaid distilled by the defendants has not by them been distributed as nearly as practicable in equal quantities of 42,500 barrels of 42 gallons each, each and every six months, as they agreed to do, but, in violation of their said agreement they distilled from July 20th, 1876, to January 1st, 1877, 43,509⅞ barrels; from January 1st, 1877, to July 20th, 1877, 46,473⅛ barrels; from July 20th, 1877, to January 1st, 1878, 50,416⅛ barrels; from January 1st, 1878, to July 20th, 1878, 37,337⅞ barrels; from July 20th, 1878, to January 1st, 1879, 56,974⅛ barrels; from January 1st, 1879 to July 20th, 1879, 43,272⅛ barrels; from July 20th, 1879, to January 1st, 1880, 57,499⅞ barrels.

THAT ON OR ABOUT the 20th day of July, 1879, the plaintiff having discovered that the said defendants had, in violation of said agreement, distilled about 22,984 barrels of oil more than they were entitled to by the terms of said agreement, the plaintiff objected and complained to the defendants in regard thereto, and thereupon the defendants admitted the violation of the contract in that respect and it was agreed between the parties that the defendants would and should, during the then coming year, diminish their manufacture sufficiently to bring the entire amount of manufacture under said contract within the terms of said agreement. That during the then coming year, from July 20th, 1879, to July 20th, 1880, the said defendants did not diminish their distillation below the 85,000 barrels, as they had agreed to do, but from July 20th, 1879, to January 1st, 1880, they distilled 57,499⅞ barrels, and from January 1st, 1880, to July 20th, 1880, they distilled 32,582⅛ barrels, making a total of 90,082⅞ barrels for the year, thus increasing their distillation over the 85,000 barrels 5,082 barrels instead of diminishing it as they had agreed to do.

THAT THE DEFENDANTS threaten to and have informed the plaintiff that they will hereafter wholly disregard said contract and continue to distill crude petroleum without regard to quantity.

THE PLAINTIFF further says that since the making of said agreement and within the past year, the said Daniel Shurmer and John Teagle have, in violation of their said agreement, engaged and been connected in constructing a refinery at Buffalo, N. Y., for the purpose of distilling crude petroleum with others than the plaintiff under said agreement, and are now so engaged. That within the past year the said Daniel Shurmer and John Teagle, and each of them, have invested money to the amount of $10,000.00 and are now engaged and connected in constructing refineries for the purpose of distilling crude petroleum and its products with others in no way connected with the plaintiff or under said agreement, but intending thereby to establish and prosecute with others the same business as that contemplated and conducted under said agreement, and thereby establishing and conducting a rival business to the business of said

adventure and tending to involve the plaintiff in loss by reason of its guaranty that the profits of said adventure should amount to the sum of thirty-five thousand dollars annually to defendants, and have during the past year been at said Buffalo and other places giving the said business their time and personal attention, and have done so at times when their time and personal attention was needed and was requisite to properly conduct the business of said adventure under said agreement at Cleveland.

THE PLAINTIFF FURTHER SAYS that because of the said failure and refusals of the defendants to carry out their said agreement it has already sustained great damage and will sustain further damage if the said defendants are permitted to continue their said violation of said agreement. That the said plaintiff has no adequate remedy therefor at law for the reason that the damages arising therefrom are so remote and difficult of ascertainment and constantly recurring would necessitate a multiplicity of suits and would involve the plaintiff in the increased hazard of losses arising from such increased manufacture and deprive it of all the benefits of said contract.

THE PLAINTIFF THEREFORE PRAYS that the said William C. Scofield, Charles W. Scofield, Daniel Shurmer, and John Teagle, may by proper process be made defendants herein and compelled to answer this petition; that a preliminary injunction and restraining order be granted restraining the said William C. Scofield, Charles W. Scofield, Daniel Shurmer, and John Teagle, and each of them individually and as partners in the name of Scofield, Shurmer and Teagle, until the further order of the court, from distilling at their said works at Cleveland, Ohio, more than eighty-five thousand barrels of crude petroleum of forty-two gallons each in any year, and also from distilling more than 42,500 barrels of crude petroleum of 42 gallons each, each and every six months, and also from distilling any more crude petroleum until the expiration of six months from and after July 20th, 1880, and also from directly or indirectly engaging in or being concerned in any business connected with petroleum or any of its products except in connection with the plaintiff under their said agreement, and that on the final hearing of this case the said defendants may in like manner be restrained and enjoined from doing any of said acts until the expiration of said agreement and for such other and further relief in the premises as equity can give.

M. R. KEITH,
R. P. RANNEY,
Attorneys for Plaintiff.

THE STATE OF OHIO, }
Cuyahoga County, } *ss.*

Myron R. Keith being duly sworn says that the said Standard Oil Company, the above named plaintiff, is a corporation; that he is attorney for said plaintiff, and that all the allegations and statements contained in the foregoing petition are true.

M. R. KEITH.

Subscribed by M. R. Keith in my presence and sworn to by him before me this 5th day of October, A. D. 1880.

WILLIAM F. REES,
[Notarial seal.] *Notary Public for Cuyahoga County, Ohio.*

In the Court of Common Pleas.

THE STATE OF OHIO, } ss.
Cuyahoga County, }

THE STANDARD OIL COMPANY, PLAINTIFF.
vs.
WILLIAM C. SCOFIELD, CHARLES W. SCOfield, Daniel Shurmer, and John Teagle, Defendants. } Relief & injunction.

ISSUE A SUMMONS in the above case in proper form to the sheriff of said county of Cuyahoga returnable according to law. Relief and injunction prayed for.

M. R. KEITH,
R. P. RANNEY,
Attys. for Plff.

To the clerk of said court.

THE STATE OF OHIO, } ss.
Cuyahoga County, }

I, LEVI E. MEACHAM, clerk of the court of common pleas within and for said county, and in whose custody the files, journals, execution dockets and records of said court are required by the laws of the State of Ohio to be kept, hereby certify that the foregoing copy is taken and copied from the original petition in case of Standard Oil Co. *vs.* Scofield, Shurmer & Teagle now on file in the office of the clerk of the court of common pleas, within and for said Cuyahoga County, and that said foregoing copy has been compared by me with said original petition, and that the same is a correct transcript thereof.

IN TESTIMONY WHEREOF, I do hereunto subscribe my name officially, and affix the seal of said court at the court-house in the city of Cleveland, in said county, this 4th day of May, A. D. 1894.

LEVI E. MEACHAM, *Clerk,*
By T. J. DENZLER, *Deputy Clerk.*

Seal
Common Pleas Court
of the
County of
Cuyahoga, Ohio.

On the cover of this document is the following:

(720) 51–255

No. 17671

Standard Oil Co.
vs.
Scofield, Shurmer and Teagle.

Petition.
Relief and Injunction.

Filed & Sums. Issued Oct. 8, 1880.

Copy for
M. R. KEITH,
R. P. RANNEY,
Attys. for Plff.

PETITIONER'S EXHIBIT 1003.

In the Court of Common Pleas.

STATE OF OHIO, *Cuyahoga County* } *ss:*

STANDARD OIL COMPANY, plaintiff, *vs.* WILLIAM C. SCOFIELD et al., defendants. } Answer of Daniel Shurmer and John Teagle.

Now come Daniel Shurmer and John Teagle and for their answer to the petition of the above-named plaintiff say that they deny that on the 20th day of July, A. D. 1876, or at any other time, they entered into a joint arrangement in writing by which anything whatever was agreed between said plaintiff and the defendants herein, but these defendants say that said plaintiff and said defendants did sign a writing of that date purporting to contain an arrangement and agreement between said plaintiff and said defendants, a copy whereof is hereunto annexed, marked "A," and made part of this answer; and these defendants did not sign or make any other writing purporting to contain any arrangement or agreement with said plaintiff and these defendants; and that the so-called agreement is and at all times has been utterly void and of no effect as being by its terms in restraint of trade and against public policy. These defendants further say that it is not true, and they therefore deny, that the defendants herein during the year from July 20th, 1876, to July 20th, 1877, distilled 89,983$\frac{1}{4}$ barrels, or that during the year from July 20th, 1877, to July 20th, 1878, they distilled 87,754$\frac{1}{4}$ barrels, and they deny that up to the present time they have distilled more than by the terms of said so-called agreement they have a right to distill up to January 20th, 1881. These defendants further deny that the defendants herein distilled from July 20th, 1876, to January 1st, 1877, 43,509$\frac{1}{4}$ barrels, or from January 1st, 1877, to July 20th, 1877, 46,473$\frac{1}{4}$ barrels, or from July 20th, 1877, to January 1st, 1878, 50,416$\frac{1}{4}$ barrels, or from January 1st, 1878, to July 20, 1878, 37,337$\frac{1}{4}$ barrels, but they say that the allegations of the petition to that effect are each and all untrue. These defendants further deny that they made the agreement set forth in said petition as made on or about July 20th, 1879. These defendants further say that it is untrue and they therefore deny that they threaten to, or have informed plaintiff that they will hereafter wholly disregard said contract, or continue to distill crude petroleum without regard to quantity.

These defendants further deny each and every allegation in said petition contained, in respect to the connection of these defendants with the construction of a refinery at Buffalo, or the investment of money in the construction of refineries, and they aver that they have given to the business of the so-called adventure of plaintiff and defendants, all the time and personal attention which could be by any possibility required, or of any service to it, although their partners, William C. Scofield and Charles W. Scofield, have, with plaintiff's consent, given no attention whatever to said so-called adventure since July 20th, 1876. These defendants further say that they deny that through any action of theirs said plaintiff has sustained or will sustain any damage whatever, but these defendants say that their

business of distilling oil has been carried on at a large profit, and that the same is now attended with large profits and the price of refined oil is now so high, and there is such a large margin between the price of crude oil and refined, that the manufacture and sale of refined oil is attended with large profit; that it is impossible to supply the demand of the public for oil if the business and refineries of both plaintiff and defendants are carried on and run to their full capacity, and if the business of defendants were stopped as prayed for by plaintiff it would result in a still higher price for refined oil and the establishment of more perfect monopoly in the manufacture and sale of the same by plaintiff.

These defendants further say that said plaintiff has constantly and persistently violated the terms of said so-called written agreement, in that it has intentionally failed to give and has withheld from the defendants the benefit of the advantages therein agreed to be given, and that it has not given to defendants the benefit of its contracts relating to freight on crude and refined oil, but these defendants have been constantly required to pay more and larger freights than said plaintiff, and that said plaintiff has not allowed to defendants the same rebate that it has received with different carriers; and further, that said plaintiff has recently constructed a pipe line to the oil regions of Pennsylvania through which its oil has been pumped to Cleveland at an expense of about 12 cents a barrel, but has charged defendants for pumping their oil through the same pipe 20 cents per barrel.

The defendants further say that at the time when said writing was signed, said plaintiff was endeavoring by contracts with divers persons to establish a monopoly in the manufacture of refined oil in the State of Ohio and in the United States, and that, for the purpose of monopolizing the trade in refined oil and enhancing the price thereof, and maintaining an unnaturally high price, said plaintiff entered into said so-called agreement, under the form of a joint arrangement or adventure, and for no other purpose, and contributed to the capital of said so-called adventure the sum of ten thousand dollars, whereas these defendants contributed thereto the sum of $73,000.00 and their time and attention, and their refinery had the capacity for refining 180,000 barrels of crude oil per year, as plaintiff well knew, and said plaintiff thereby and by said other contracts made with the same design, succeeded in creating a substantial monopoly and averting competition and maintaining an unnaturally high price for refined oil, and that said so-called agreement is therefore in restraint of trade and against public policy and void.

These defendants further say that defendants have from time to time paid to plantiff their full share of the profits of said so-called adventure, and at no time has plantiff been required to pay any sum whatever to defendants, but has realized large profits from said business, and on the 4th day of March, 1880, with full knowledge of how much oil in excess of 85,000 barrels per year had been manufactured by defendants, demanded of said defendants that they should pay to plaintiff the entire profits upon said excess and claimed that its monopoly was so perfect that it would have sold said excess if defendants had not, and defendants did pay to plantiff the one-half of the profits on said excess.

These defendants further say that said defendants have a large number of men in their employment and dependent on them for

support, and that the defendants have made contracts to sell large amounts of oil, and have succeeded after many years in establishing a valuable trade; that they have contracted largely for barrels for refined oil, and that their customers depend entirely upon them, for a supply of oil which cannot be filled elsewhere, and they again have accepted orders from their own customers who have no other resource, and that if defendants were compelled to shut down their works they would become liable for great damages to their customers and to their cooper, who would be compelled to discharge men who can not elsewhere obtain employment, defendants' trade would be lost, and their works would largely deteriorate by being idle.

Defendants therefore say that to grant the prayer of the petition would be of no advantage to plantiff except what would result from a more perfect monopoly, and would subject defendants to great and irreparable loss and injury.

By J. W. TYLER,
Ingersoll & Williamson, their attorneys.

STATE OF OHIO, } ss.
Cuyahoga County }

Daniel Shurmer and John Teagle being first duly sworn, say that they are defendants in the above-entitled action and that the statements made in the foregoing answer are true.

DANIEL SHURMER.
JOHN TEAGLE.

Sworn to before me by the said Shurmer & Teagle and by them subscribed in my presence this 13th day of October, A. D. 1880.

W. B. BOLTON, *Notary Public.*

Notarial seal.

EXHIBIT "A".

Agreement made this 20th day of July, A. D. 1876, by and between the Standard Oil Company, a corporation organized under the laws of the State of Ohio, party of the first part, and William C. Scofield, Charles W. Scofield, Daniel Schurmer, and John Teagle, individually and doing business as partners under the firm name of Scofield, Schurmer & Teagle, of Cleveland, O., parties of the second part, witnesseth:

That whereas both parties are engaged in the business of refining and dealing in crude petroleum and its products, said party of the first part having a number of refining establishments at said Cleveland and said party of the second part owning and operating one refinery located on the line of the Atlantic and Great Western Rail Road also at Cleveland.

And whereas both parties desire to enter into a joint arrangement without being partners,

It is agreed as follows:

First. That said second party will continue their present business in the firm name of Scofield, Shurmer & Teagle, buying, refining, and selling crude petroleum and its products as now carried on by them, for a period extending from the 20th day of July, A. D. 1876 to the 20th day of July, A. D. 1886, and furnish for the conducting of said business their refinery aforesaid with all the tanks, fixtures, buildings, erections, tools, and all mechanical appliances now or heretofore used

by them in their said business, together with the land on which the same are situated, and also furnish within five (5) days from the date hereof the sum of ten thousand dollars ($10,000) cash to be used continuously in the business until July 20th, A. D. 1886.

Second. The said William C. Scofield, Charles W. Scofield, Daniel Shurmer, and John Teagle further convenant and agree to devote all their time and personal attention necessary to properly conduct said business for the period aforesaid.

During the existence of this adventure they will not nor will either of them as a firm or as individuals directly or indirectly engage or be concerned in any business connected with petroleum or any of its products in Cuyahoga County, Ohio, or elsewhere except in connection with the parties of the first part under this agreement, nor shall they or either of them enter into any new business which will interfere with the time necessary to be devoted to the full and faithful conduct of the business of this adventure.

Third. Accurate books of account shall be kept by the parties of the second part, which shall show at all times the correct condition of the said business and which shall be open at all times to the inspection of the officers of the said Standard Oil Company or any suitable person employed by them. Balance sheets of said books of account shall be furnished the party of the first part monthly and other statements showing the general condition of said business whenever required by the first party.

Fourth. All contracts, purchases, and sales under this adventure shall be made by the second party in their firm name of Scofield, Shurmer & Teagle. All products of the refinery aforesaid shall be shipped by such route or routes as the first party shall from time to time direct. The parties hereto and the agents of each respectively shall act in concert so far as may be in buying and selling and in relation to prices to be paid and received, and it is agreed that no material change shall at any time be made by said parties of the second part in the mode of conducting the said business, or in the extension or contraction thereof, nor shall any change be made in the prices paid or received without the consent of said first party, but it is clearly understood and agreed that this paragraph does not give the first party the right to withhold its consent to the said second party from buying or selling at the same price as is paid or received by said first party on the same day; said first party agreeing to consult with said second party as frequently as they may desire and advise them at all times of any change in the market for refined or crude when requested.

Fifth. The said party of the second part further agrees to pay, settle, and discharge all rent that is now due or accrues up to July 20th, 1876, on the land upon which said refining is located, also to pay all taxes on said land and refinery now due, if any there are, and also a sum equal to one-fourth of the entire taxes thereon for the year 1876, which is to be in full for the second party's proportion of the taxes thereon for 1876, being for the months of April, May, & June, 1876, also a rateable proportion of the rent and taxes of any year for the time that this contract may be suspended and inoperative under the provision thereof.

Sixth. Except as hereinbefore provided in section five the profits of the business done under this adventure, as well as the cash capital

herein agreed to be contributed, shall during the existence of this adventure pay all rents and taxes on said refinery and the land on which the same is located, as also all expenses properly incurred in the conduct of said business, as also the cost of maintenance of said refinery with all the tanks, fixtures, buildings, erections, tools, and all mechanical appliances, in as good order and condition as the same shall appear to be in on the said 20th day of July, A. D. 1876, natural wear and tear alone excepted. Schedule hereto annexed and marked "A" shall contain as nearly as may be an accurate and correct statement of all buildings and erections, mechanical appliances, tools, pumps, pipes, and implements in use at said refinery on said 20th day of July, A. D. 1876, which said schedule shall be taken as the standard of quantity and condition of property on hand at said last named date, the same to be maintained thereto, natural wear and tear alone excepted.

Seventh. In order to equalize the business and give to the said second party their due proportion thereof it is stipulated and agreed that the amount of crude petroleum to be distilled by said second party annually shall not exceed (85,000#) eighty-five thousand barrels of 42 gallons each in any year, and shall be distributed as nearly as practicable in equal quantities of 42,500 barrels of 42 gallons each, each and every six months from the 20th day of July, A. D. 1876, but the said 42,500 barrels may at any time be run in a less period than six months if so desired.

Eighth. The said first party will furnish on or before the 25th day of July, 1876, to said second party for them to use continuously in said business except as hereinafter stated, the sum of ten thousand dollars ($10,000#) in cash. But in case unexpected competition in the refinery of oil at Cleveland, Ohio, shall hereafter arise to such an extent that the manufacture of oil at Cleveland, Ohio, cannot be conducted advantageously and profitably, or in case the production of crude petroleum shall decrease by exhaustion to such an extent that the manufacture of oil at Cleveland, Ohio, cannot be conducted advantageously and profitably and so as to fairly compete with other places, or in case the locality of the production of crude petroleum shall change so that the manufacture of oil at Cleveland, Ohio, cannot be conducted advantageously and profitably and so as to fairly compete with other places, then in either of such events the operation of this agreement shall be suspended on the 20th day of July, A. D. 1877, and the amount so as aforesaid invested shall be repaid to the first party within thirty (30) days after the same is so suspended and the business temporarily closed up and settled so as to divide and pay to each party all due them from this adventure within said thirty (30) days. Whenever the cause for which this agreement was suspended no longer exists the said first party is to have the right to revive this agreement at any and all times after the same has been so suspended, and upon giving sixty days' notice to said second party of their desire to do so and upon furnishing to said second party the said sum of ten thousand dollars ($10,000#) then the said agreement shall be revived and the said second party shall resume and again carry on the business under this agreement for at least a full year and longer if the contingencies aforesaid or either of them do not arise. In case said contingencies or either one of them again arise after any such suspension the operation of this agreement shall be again suspended

at the expiration of the period of one year from the date at which business was last resumed under it and all matters arising thereunder settled up as aforesaid and in the same manner as hereinbefore stated the same may, at all times, be revived and put into operation again, so that during the whole term hereinbefore fixed for the continuance of this agreement for the reasons aforesaid this agreement shall be suspended and may be revived in the manner hereinbefore set forth.

Ninth. The name and the credit of the Standard Oil Co. shall not be used in any way whatever in connection with the said business now shall the said Standard Oil Co. be liable for any debts contracted by said parties of the second part.

Tenth. Insurance upon the property placed in this adventure may be obtained and carried to such an amount as the parties shall agree upon and all premiums thereon shall be paid from the profits of this adventure. In case of loss the insurance money derived therefrom shall be devoted to rebuilding and restoring the property.

Eleventh. In the event of the death before the said period of ten years expires of either or any of the said parties composing the said party of the second part the business contemplated by this agreement shall be continued and carried on under the terms of this agreement by the survivors or survivor the same as if this agreement was made by such survivors or survivor alone, and the business shall be so carried on under the said name of Scofield, Schurmer & Teagle, or under such other name as the first party shall assent to.

Twelfth. The said Standard Oil Company agrees that the said parties of the second part during the existence of this adventure shall have the full benefit to the extent of the business done under this agreement of all contracts now existing or that may hereafter be made by the said Standard Oil Company relating to freight on crude and refined oil. And the said Standard Oil Company stipulates as a part of this arrangement that it will procure the shipment, when made in its own name, with the consent of the second party, of all oil made and received by said parties of the second part in said business at the same prices paid by the Standard Oil Company for the shipment of like products at the same time by the same route and allow to said parties of the second part the same rebate on freights as it shall at all times receive under contracts with the different carriers transporting the oil.

Thirteenth. And said Standard Oil Company further stipulates that it will receive, dock, and sell in the city of New York all oil and the products of petroleum consigned to it for sale at said New York by said firm at actual cost of handling and brokerage, but without commissions, said firm of Scofield, Shurmer & Teagle at the time of sale to allow eighteen (18) cents per barrel for handling, and at the end of each year and when this adventure shall terminate the cost of such receiving sales, &c., shall be ascertained by computing the cost of all sales for both parties made by the said Standard Oil Company and dividing by the number of barrels sold, and if the same shall be less than eighteen (18) cents the said Standard Oil Company shall refund the difference, and if more, then the surplus to be made good to them.

Fourteenth. It is understood and agreed and it is hereby expressly declared that the object of this agreement is to reconcile any and all

interests of the parties hereto which have seemed to be in conflict, and in entering upon this agreement both parties agree that they will carry out all its stipulations and in the best faith, each striving to secure the best results possible to this adventure; to this end it is hereby agreed

That if at any time the officers of the said first party shall intentionally fail to give to said second party the benefit of all the advantages hereinbefore agreed by it to be given, or shall intentionally withhold the same from said second party, the said second party may for any such violation of this agreement actually occurring declare this adventure at an end, and such election to end the same when made known to the first party shall terminate this agreement and the business shall then be settled up as herein provided, the said first party remaining liable to said second party for all damages and losses to said second party occasioned by such violation to the time of such election.

And if the second parties or either of them shall fail to give to the said business the time and attention required by this contract or intentionally fail to fulfill and carry out the matters and things by them stipulated to be done and performed under this agreement, when such violations has actually occurred, the said first party may terminate this agreement by notice in writing to said second party, and upon delivering such notice at the place of business of said second party this agreement shall be terminated and the business shall then be closed and settled as herein provided, the said second party remaining liable to said first party for all damages and losses to said first party occasioned by such election.

Fifteenth. At the end of said term of ten years, or whenever this agreement is terminated, the said party of the first part shall receive back its investment of ten thousand dollars ($10,000♯), provided the same has not been impaired by loss.

Sixteenth. It is mutually agreed between the parties hereto that from the net profits of the business aforesaid the said second party shall first be entitled to retain and be paid the sum of thirty-five thousand dollars ($35,000♯) per annum while this agreement is in force and operation. And in case the net profits do not amount to thirty-five thousand dollars ($35,000♯) for any year that this agreement is in force and operation, then after the expiration of any such year the first party shall on demand pay to said second party a sum of money sufficient to make that amount, viz, thirty-five thousand ($35,000♯), for any year that this agreement is in force and operations; all net profits over the amount of $35,000, so stipulated to belong to said second party annually, shall belong and be paid to the first party until the first party has received therefrom as much as said second party has received from the net profits under the provision of this contract annually. All net profits in excess of seventy thousand dollars ($70,000♯) annually shall be divided equally between the parties hereto. Approximate settlements of net profits shall be made every three months from and after July 20th, 1876, and the amount found due shall be paid on demand thereafter in equal proportions to each of the parties hereto; such settlements shall not finally determine profits, but shall be held as being a division on account of a final settlement to be made at the termination of each and every year that this agreement is operative.

In order to explain more fully the provisions of this agreement as hereinbefore recited, and for a more complete understanding thereof, it is mutually agreed and understood as follows, to wit:

"A." That the covenant contained in section 2 shall not debar either of the parties of the second part from continuing or engaging in the business of producing crude petroleum and selling such production.

"B." That the covenant in section 4 which gives the party of the first part the right to direct the route or routes by which shipments shall be made is not intended nor shall it be held as giving the first party an arbitrary right to dictate to the second party such route or routes, but it is agreed that the second party in conducting the business contemplated by this agreement will work in accord with the first party in all matters relating to transportation whenever they can do so without prejudice to the interest of this adventure.

"C." All monies collected by the first party for drawbacks and rebates on shipments made by the second party under this agreement (referred to in section 12) shall be paid over to the second party as soon as the same are collected, and it is agreed by the first party that it will (whenever requested) furnish for examination, to one of the parties of the second part, the original copy of all agreements now in force or that may hereafter be made by and between the Standard Oil Company and any rail road company relating to the transportation of crude petroleum and the products thereof.

(Signed by) STANDARD OIL CO.,
By JOHN D. ROCKEFELLER, *Prst.*
W. C. SCOFIELD.
C. W. SCOFIELD.
DANIEL SHURMER.
JOHN TEAGLE.

THE STATE OF OHIO, } ss.
Cuyahoga County, }

I, LEVI E. MEACHAM, clerk of the Court of Common Pleas within and for said county, and in whose custody the files, journals, execution dockets and records of said court are required by the laws of the State of Ohio to be kept, hereby certify that the foregoing copy is taken and copied from the original answer of Daniel Shurmer & John Teagle in case of Standard Oil Co. vs. Scofield, Shurmer & Teagle now on file in the office of the clerk of the Court of Common Pleas within and for said Cuyahoga County, and that said foregoing copy has been compared by me with said original answer of Daniel Shurmer & John Teagle and that the same is a correct transcript thereof.

IN TESTIMONY WHEREOF, I do hereunto subscribe my name officially, and affix the seal of said court at the court-house in the city of Cleveland, in said county, this 4 day of May, A. D. 1894.

LEVI E. MEACHAM, *Clerk.*
By T. J. DENZLER, *Deputy Clerk.*

SEAL
COMMON PLEAS COURT
of the
COUNTY OF
CUYAHOGA, OHIO

On the back of this document is the following:

Cuy. Co. Com. Pleas

(720) 51–255

No. 17671

The Standard Oil Company,
Plff.

vs.

William C. Scofield, et al
Defts.

ANSWER OF

Daniel Shurmer and John Teagle.

Copy for ————

Filed Oct. 15–1880

J. W. TYLER and
INGERSOLL & WILLIAMSON
Attys. for Defts.

PETITIONER'S EXHIBIT 1004.

In The Court of Common Pleas.

THE STATE OF OHIO, *Cuyahoga County,* } *ss:*

THE STANDARD OIL CO. *vs.* WM. C. SCOFIELD & ALS. } Affidavit of O. H. Payne.

Oliver H. Payne, being duly sworn, says that he has been treasurer of The Standard Oil Co. of Cleveland since the year 1873 and is still treasurer thereof. I have examined the affidavits of John Teagle filed in this case on November 3rd, 1880, and refiled on November 4th, 1880. It is not true as stated by John Teagle that the Standard Oil Co. directly or indirectly, by or through its officers or agents, purchased or acquired the Empire Transportation Co. or furnished the money therefor. Nor it is true that the Standard Oil Co. inaugurated or began or induced any other person to begin a war upon the Pennsylvania Railroad Co. or the Empire Transportation Co., as stated in said affidavit of John Teagle, nor is it true as stated by John Teagle that the Standard Oil Co., directly or indirectly, through its officers or agents, owns or controls or has control of the works formerly owned by Warden, Frew & Co., Lockhart, Frew & Co., J. A. Bostwick & Co., Chas. Pratt & Co., Acme Refining Co., Imperial Refining Co., Camden Consolidated Oil Co., Devoe Manufacturing Co., or the refinery at Hunters Point, New York, or any of them.

Affiant further says that the organization called the South Improvement Co., referred to by John Teagle in his affidavit, was organized, as affiant is informed and believes, in the last part of 1871 or the first part of the year 1872. That no stock was ever issued by the South Improvement Co., to the knowledge of affiant. That the Standard Oil Co., of Cleveland, Ohio, never subscribed for or owned any stock in the South Improvement Co., but a large majority of the stock of the South Improvement Co. was subscribed for by individuals entirely disconnected with the Standard Oil Co. of Cleveland, Ohio, and who represented refining interests in different parts of the country which were competitors of the said Standard Oil Co. It is true that the Standard Oil Co. controls the price of its own oil in the Western States, in the New England States, and in Cleveland, but it is not true that Standard Oil Co. controls the price of oil manufactured by others who are its competitors in any of the places named by John Teagle.

The competition in the oil market which is constantly met by the Standard Oil Co. frequently affects the price it charges for oil, and it is undoubtedly true of its competitors that the competition they meet in the market frequently affects the price they charge for oil.

The Standard Oil Co. has in various parts of the country tank stations which it furnishes with oil and employs agents to sell it. It also sells oil to various parties in large quantities, who sell in the open market. It also exports large quantities of oil to foreign countries, and upon all the oil so handled by it it receives whatever profit there is but does not receive nor is it entitled to receive any profit on oil manufactured or handled by others.

That it is not true that plaintiff has an agent in St. Louis, Mo., but it sells oil to a party there, and it requested the said defendants and it requested the said defendants and they agreed to ship their oil for that market to the same party, but it is not true that this was done to prevent competition between plaintiff and defendant, nor was there any competition between plaintiff and defendant, for both sold at the same price. It is not true that defendants have not obtained the same rates of freight as the plaintiff when the oil was shipped as required by the contract, but it is true that in all cases where oil was shipped by the defendants in accordance with the terms of the contract the rate of freight charged was the same as that paid by the plaintiff whether the same was shipped in bulk or in barrels.

The Standard Oil Co. do not sell oil in New Orleans by itself or by agents, that market being supplied by other parties, and in case any sales were made there in June, 1880, at nine cents per gallon the same was not sold by the Standard Oil Co., but by other parties who were competing with defendants and others for the market at that point.

Crude oil is sold in open market and the price is published in the public press every day. The defendants have always had ample facilities to know the market for crude oil and the plaintiff has not, and could not if it would prevent the defendants from knowing every day the price of crude oil, but has at all times given to the defendants all information it could in regard to the price of crude oil whenever they consulted with affiant, and have at all such times given them my opinion as to the probable course of the market.

That it is not true that the Standard Oil Co., or any of its officers or agents, were ever dissatisfied because the Lake Shore Crude Oil Transportation Co. brought oil to Cleveland for persons not connected with the Standard Oil Co., nor is it true that the Standard Oil Co. was determined or sought to prevent the bringing of oil for other parties.

Affiant further says that neither the Standard Oil Co. or any of its agents or officers prevented or sought to prevent any parties from obtaining crude oil, but he says the fact is that crude oil is sold in open market at the point of production, that the market is overstocked all the time, any person can at any time buy all he wishes to and it is practically impossible for one party to prevent another from buying all he wishes.

O. W. PAYNE.

Subscribed by O. H. Payne in my presence, and sworn to by him before me this thirteenth day of November, 1880.

J. C. CANNON,
Notary Public in and for said County.

[SEAL.]

Tax 40 cents.

On the back of this paper is the following:

"17671 (720) 51–255
Standard Oil Co.
vs.
William Scofield et al.
Affidavit of
Oliver H. Payne.
Filed Nov. 13, 1880."

(In pencil): "Roberts
Teagle Aff. of Nov. 4."

THE STATE OF OHIO, } ss.
Cuyahoga County, }

I, Levi E. Meacham, clerk of the Court of Common Pleas, within and for said county, and in whose custody the files, journals, and records of said court are required by the laws of the State of Ohio to be kept, hereby certify that the foregoing copy is taken and copied from the original affidavit, case 17671, of the proceedings of the Court of Common Pleas within and for said Cuyahoga County, and that said foregoing copy has been compared by me with the original affidavit in case 17671, and that the same is a correct transcript thereof.

IN TESTIMONY WHEREOF, I do hereto subscribe my name officially, and affix the seal of said court at the court-house in the city of Cleveland, in said county, this 5th day of November, A. D. 1892.

Seal Common Pleas Court, County of Cuyahoga, Ohio.

LEVI E. MEACHAM,
Clerk.

I, Edwin T. Hamilton, presiding judge of the Court of Common Pleas within and for the Fourth Judicial District of the State of Ohio, in which district is said county of Cuyahoga, do hereby certify that Levi E. Meacham was at the date of the above certificate, and now is, clerk of said Court of Common Pleas within and for said Cuyahoga County, and State of Ohio, and that said clerk is the officer in whose custody said original affidavit in case 17671 is required to be kept by the laws of the State of Ohio, and authorized by the laws of the State of Ohio to certify as aforesaid, and that said attestation to said copy of said record is in due form of law.

SIGNED BY ME, and dated at Cleveland, Cuyahoga County, Ohio, this 5th day of Nov., A. D. 1892.

EDWIN T. HAMILTON,
Judge, as aforesaid.

On the cover of this document is the following:

"17671

CUYAHOGA COMMON PLEAS.

The Standard Oil Co.

vs.

William C. Scofield et al.

Copy of Record."

(In pencil): "O. H. Payne."

PETITIONER'S EXHIBIT 1005.

(Copy.)

In the Court of Common Pleas.

STATE OF OHIO, *Cuyahoga County,* } ss.

STANDARD OIL COMPANY vs. WILLIAM C. SCOFIELD ET AL. } Affidavit of Henry M. Flagler.

Henry M. Flagler being duly sworn says that he is and has been since January, 1870, secretary of the Standard Oil Company of Cleveland, Ohio. That for about three years prior to the month of January, 1870, he was engaged in refining petroleum in Cleveland, Ohio, and that since he became secretary of the Standard Oil Co. the Standard Oil Co. has been engaged in refining petroleum. That during the time he has been so engaged the firm and the said corporation with which he has been connected have refined a large amount of petroleum. That he has been so long engaged in the business that he has become familiar with the general business of refining and with the markets and with the amount of crude petroleum produced and with the amount of crude petroleum refined and with the entire business of the Standard Oil Company.

Affiant further says that the Standard Oil Co. owns and operates its refineries at Cleveland, Ohio, and also a refinery at Bayonne, in the State of New Jersey. That at no other place in the United States does the said Standard Oil Co. own, operate, or control any refinery or refineries.

Affiant further says that to the best of his knowledge and belief the Standard Oil Co. has no advantage in freight rates in the shipment of crude or refined oil over other shippers, that at a former time the Standard Oil Co. had a contract for the shipment of oil to New York City in and by which shipment the Standard Oil Co. furnished, at very great expense to itself, terminal facilities, and the railroads furnished the cars and hauled its shipments through to New York, where the Standard Oil Co. received them. That it also released the railroads from any damages occasioned by fire, and guaranteed to the railroads the transportation of a certain quantity of oil, for all of which the railroads agreed to and did allow to the Standard Oil Co. ten per cent of the amount of freight charged, but this contract was abandoned about eighteen months since, and has never been renewed. That in all the contracts made by the Standard Oil Co. the railroads have expressly reserved the right to give to other parties as low a rate of freight and pay them the same commission of ten per cent if they would furnish the railroads with equal terminal facilities and perform similar duties; that the Standard Oil Co. never had any contract by which there was any discrimination in freight or any rebate given to it except as under the conditions above stated, the allowance of ten per cent referred to was made to it, but at present and for about eighteen months last past no such arrangement exists between the Standard Oil Co. and any common carrier whatsoever, nor is the

Standard Oil Co. a stockholder in any railroad, pipe line, or other common carrier for the transportation of oil or freight, nor has it ever been. That within the year past the Standard Oil Co. for its own use has constructed and owns and is now operating a pipe line from Cleveland to the western line of the State of Pennsylvania for the purpose of bringing oil to its refineries in Cleveland.

Affiant further says that there are in Ohio, West Virginia, Pennsylvania, New York, Massachusetts, and New Jersey a large number of refineries that are not owned or in any way controlled by the Standard Oil Co., and in which it has no interest whatever, that are refining oil for the open market; that the amount of oil refined by the Standard Oil Co. does not exceed thirty-three per cent of the entire amount of oil refined in the United States; that the Standard Oil Co. has no contract, arrangement, or agreement with any individual, company, or corporation like the contract with Scofield, Shurmer and Teagle except one with the Pioneer Oil Company of the city of Cleveland, and, excepting these two contracts, that all the refineries save those of plaintiff at Cleveland and at Bayonne are owned, operated, and controlled solely and entirely independent of the said plaintiff.

Affiant further says that the Standard Oil Co. has no interest in any oil property, or any control over the production of crude petroleum whatever, does not own any wells or land producing oil, nor has it any control over the price of crude petroleum, but relies upon its supplies as others do by purchase in the open market; that the refining of oil has largely increased within the last ten years, and more oil was refined in the year 1879 in the United States than was ever refined in the United States in any one year prior to that date, and there were more men employed in connection with the business during that year than were ever employed in any one year prior to that date; that the average price of refined oil during the year 1879 was lower than during any other year since affiant has been connected with the business.

I have read the affidavit of H. L. Taylor filed in this case October 18th, 1880, in which he says that he has been for some six or eight years last past acquainted with Mr. Rockefeller, Mr. Flagler, Mr. Payne and others; that he has had conversation with some of these parties with regard to the control by the Standard Oil Co. of the distilling and refining business in the State of Ohio and in the United States, and that he has heard them say in substance that the Standard Oil Co. intended to wipe out all the refineries in the country except theirs and to control the entire refining business in the United States; affiant says that he is acquainted with said Taylor and that said statements so far as they relate to him are wholly false, and that he never made to him or in his hearing any such statements, and affiant says that he never visited in company with the said Taylor any of the cities or places mentioned in his affidavit, nor was said Taylor shown by him or anybody in his presence refineries that were formerly controlled by others and running independent that are now under the control and management of the Standard Oil Co. or in any manner owned by it, and that said statements to that effect are wholly false.

Affiant says that it has not come to pass, as sworn to by said Taylor, that said company has wiped out the refining business of the United States or that it to-day controls it.

Respecting the statement of said Taylor that in many instances to his (Taylor's) knowledge the Standard Oil Company has bought refineries and taken them down, this affiant says that it is true that several years since certain small refineries located on leased ground were purchased by the Standard Oil Co. and at its convenience these works were removed and utilized at the larger establishments of plaintiff.

As to the allegation in said Taylor's affidavit that the said plaintiff employed men at large salaries who were the owners of refineries and at the same time gave them no absolute employment, the same is untrue, but it is a fact that the employees of the said Standard Oil Co. were restricted while in its employment from entering into the business of refining and distilling oil except for the benefit of said company while they continued in said employment. That it is also true that said company having a capacity for refining oil in excess of the wants of the trade at certain seasons of the year would shut down a portion of its works for such periods, and run at others, according to the demands for refined oil, and that since the making of the contract with defendants it has frequently shut down a portion of its works and distilled much less than its capacity for the purpose of carrying out in good faith its contract with defendants to equalize the business, and thereby has not refined more oil relative to its capacity than 85,000 barrels is to the entire capacity of defendants' works.

Further responding to the affidavit of said Taylor, affiant says that it is not true as stated by Taylor that for six or eight years or for any length of time the said plaintiff has substantially controlled the transportation of oil; that it is not true that for that length of time or for any length of time it has had less rates of freight upon lines of transportation than any refineries independent of said company could get provided they would undertake similar obligations and perform similar duties.

As to the allegation of said Taylor that other language has been used to affiant by the officers of said Standard Oil Co. to the effect that said company intended to have all the refineries and that they aimed at the entire control of the oil business, that the same so far as it relates to this affiant is wholly untrue, that he never made any such statement to Taylor or in his hearing; that it is not true, as sworn to by said Taylor, that the said Standard Oil Co. got control of the refineries of Logan Bros., of Philadelphia, Octave Oil Co., and Easterly & Davis and Bennett, Warren & Co. of Titusville, Pa., R. S. Waring and Citizens Oil Works at Pittsburgh, Penna., or any of them.

Affiant has also read the affidavit of J. H. Heisel filed in this case on the 18th day of October, 1880. The statement therein contained that Mr. Flagler, an officer of said Standard Oil Co., told Heisel that the "big fish was going to eat up the little ones" is wholly untrue, no such conversation was ever had between me and Mr. Heisel.

I have examined the affidavit of Levi T. Scofield in relation to the purchase by the Standard Oil Co. of the Lake Shore Crude Oil Transportation Co. and the effects thereof. The facts in relation to such purchase are that said transportation company had a contract with the Lake Shore Railroad Co., by virtue of which said railroad company was forced to pay the transportation company an enormous subsidy on all oil transported to Cleveland by said railroad in addition

to regular rates of mileage for the use of said transportation company's cars, said subsidy amounting to about ten dollars per car load. The effect of this was to force refiners in the city of Cleveland to pay greater rates of freight on oil than was paid by refiners at Pittsburgh and other competing points, and was a burden on the refining business of Cleveland which it could not sustain. The Standard Oil Company was forced to buy out said transportation company in order to relieve the refining business at Cleveland from this burden, and after such purchase the said contract was cancelled, and so far from the Standard Oil Co. purchasing the property of said transportation company for the purpose of obtaining advantages over other refiners in the city of Cleveland the fact is that before the purchase was consummated and in reply to a statement made by a representative of the transportation company that the sum offered by the Standard Oil Co. for the capital stock and property afterward purchased was much less than it cost, affiant said to such representative that the sum offered by the plaintiff had been arrived at through a careful survey of the property owned by said transportation company and that if the transportation company was dissatisfied with said sum and were willing to abide by an amount to be fixed by disinterested parties the Standard Oil Co. would agree to pay for said capital stock and property any sum which it might be appraised at by three competent and disinterested persons. Affiant also stated to said representative that the plaintiff did not desire to make said purchase for its own aggrandizement, but solely that the refining business at Cleveland might be relieved of the burden of the contract then existing between the Lake Shore Railroad Co. and the transportation company, and that in either event, whether the transportation company accepted the sum offered by the plaintiff or accepted a sum to be fixed upon by disinterested parties as aforesaid, the Standard Oil Co. would sell to the Lake Shore Railroad Co. the entire capital stock and property of the transportation company for twenty-five thousand dollars less than the sum it was to pay to the transportation company, as the plaintiff considered that in its own business it was well worth that sum ($25,000) to be relieved from the burden of the aforesaid contract which was imposed upon the plaintiff's business by reason of its existence.

It is also true that affiant, acting for the Standard Oil Co., made the following proposition to the Lake Shore Railroad Co.: That in the event the transportation company sold its capital stock and property to the Standard Oil Co. the plaintiff would sell all the capital stock and property so purchased to the Lake Shore Railroad Co. for the sum of twenty-five thousand dollars less than it cost.

It is also true that before any negotiations were entered upon with said transportation company that affiant, acting for the plaintiff, repeatedly urged the Lake Shore Railroad Co. to purchase the property of said transportation company and offered to loan said railroad company the money necessary to make such purchase at a low rate of interest, as plaintiff did not desire then or at any subsequent period to become the owner of the capital stock and property of the transportation company, provided the result could be obtained in any other way than by the purchase of the property by the plaintiff. The purchase of the transportation company had no connection directly or indirectly with the subsequent purchases of the oil works in said

affidavit mentioned, which were not refineries, but lubricating oil works, and it is not true, as stated in said affidavit, that the effect of the control which the Standard Oil Company has obtained of the refining business in the city of Cleveland is to increase the price of refined oil to consumers, to decrease the wages of laborers, and to diminish the number of hands employed in the business. There are so many points better situated as refining points than Cleveland, on account of their proximity to the seaboard or to the oil region and on account of better facilities of transportation, and the competition in the business had become so great and determined that had it not been for the partial consolidation of the business in the city of Cleveland by the aid of the Standard Oil Company, Cleveland would have long since ceased to be a refining point of any importance, and by far the greater number, if not all of the skilled workmen would have been idle or would have been forced to remove to other places for employment in the business.

HENRY M. FLAGLER.

Subscribed by Henry M. Flagler in my presence and sworn to by him before me this twenty-seventh day of October, 1880.

LOUIS H. STEP,
Notary Public. [SEAL.]

Tax fee, 40 c.

(On the back of this document is the following:)

Standard Oil Co.
v.
W. C. Scofield, et al.
Affidavit of Henry M. Flagler.

PETITIONER'S EXHIBIT 1006.

In the Court of Common Pleas.

STATE OF OHIO, } ss.
County of Cuyahoga, }

STANDARD OIL COMPANY }
vs. } Affidavit of John D. Rockefeller.
WM. C. SCOFIELD et al. }

John D. Rockefeller, being duly sworn, says that for about eighteen years past he has been engaged in the business of refining crude petroleum; that from about the year 1863 to 1870 he was engaged as a member of firms in such refining, and from January, 1870, he has been and still is engaged in such refining business as president of said plaintiff, the Standard Oil Company; that during said time he has given the business personal attention and has thereby become familiar with the general business of refining crude petroleum, with the amount of crude petroleum produced, with the amount of crude petroleum refined, so far as can be ascertained, and especially with the business of the Standard Oil Company.

Affiant says the Standard Oil Company owns and operates its refineries at Cleveland, Ohio, and its refinery at Bayonne, New Jersey; that is has no other refineries nor any interest in any other refineries, nor does the Standard Oil Company operate or control in the United States any other refineries of crude petroleum; that there are in Ohio West Virginia, Pennsylvania, New York, and New Jersey a large number of refineries of crude petroleum that are not owned or controlled by said Standard Oil Company and in which the said Standard Oil Company has no interest whatever, directly or indirectly, which are now and for years past have been refining crude petroleum and selling it in the open market; that the amount of crude petroleum refined by the said Standard Oil Company does not exceed thirty-three per cent of the total amount refined in the United States.

Affiant further says that the capacity of all the refineries in the United States is more than sufficient to supply the markets of the world, and in the judgment of affiant if all the refineries were run to their full capacity they would refine at least twice as much oil as the markets of the world require; that this difference between the capacity of refineries and the demands of the market has existed for at least seven years past, and during that period the refineries of the Standard Oil Company have not been run to their full capacity, and in the judgment of affiant not to exceed one-half of their capacity.

Affiant further says that during all the period of time that he has been engaged in the business of refining oil he has been familiar with the price of crude oil and with the price of refined oil and with the profits to be derived therefrom, and from such experience he states that the average price of refined oil and the average profits to the manufacturer per gallon on same since 1876 have been much less than the average profit for several years previous to 1876; that said Standard Oil Company has no means now and never has had any of influencing the price of refined oil save by the sale of its product in the open market.

Affiant further says that the Standard Oil Company has not nor did it ever have any interest in any oil property or any control over the

production of crude petroleum; that it does not own any oil wells or land producing oil, and never did; nor has it any control over the price of crude petroleum, but relies upon obtaining its supplies, as all others do, by purchase in the open market and at the prices paid by others at the same time; that the said Standard Oil Company is not now nor has it ever been a stockholder in any railroad, pipe line, or other common carrier for the transportation of oil, but within the year past it has, for its own convenience, constructed, and owns and is now operating, a pipe line from Cleveland to the western line of the State of Pennsylvania, for the purpose of bringing oil to its refineries at Cleveland; that said pipe line is now insufficient to supply the demands of the Standard Oil Company for crude oil for its own refineries, and for that reason it has been and is now compelled to bring crude oil to Cleveland in cars to supply its wants.

That from the deponent's experience in business he knows it to be true that a large manufacturer always has an advantage in cheapness of manufacture over a small manufacturer; that all the advantages derived by the Standard Oil Company are legitimate business advantages, due to the very large volume of supplies which it purchases, its long continuance in business, the experience it has thereby acquired, the knowledge of all the avenues of trade, the skill of experienced employes, the possession and use of all the latest and most valuable mechanical improvements, appliances, and processes for the distillation of crude oil, and in the manufacture of its own barrels, glue, etc., etc., by reason of which it is enabled to put the oil on the market at a cost of manufacture much less than by others not having equal advantages. These advantages, by reason of which the Standard Oil Company is enabled to refine oil cheaper than small manufacturers, are not exclusive to the Standard Oil Company, but are open to every person doing business under similar circumstances. That this state of facts has been detrimental to smaller refineries and has prevented them from making as much profit as they desired, and in some cases compelled them to suspend refining, and this constitutes the only foundation for the oft-repeated expressions "crushed out," "squeezed out," and "bulldozing."

Affiant says he has examined the answer of the defendants, Shurmer and Teagle, and his attention has been called to various statements contained in it. In regard to the statement made therein that "if the business of the defendants were stopped as prayed for by plaintiff, it would result in a still higher price for refined oil and the establishment of a more perfect monopoly in the manufacture and sale of the same by plaintiff." The same is untrue, as there is not, never has been, and never can be a monopoly in the manufacture of refined oil, nor has the limitation in said agreement as to quantity to be manufactured affected, nor has the limitation in said agreement affected, nor will the stoppage by the defendants of their manufacture, as prayed for in plaintiff's petition, in the least affect the price of refined oil, for the reason that leaving out the entire capacity of the refinery of defendants there would still remain a large excess of capacity for supplying all the demands of the public, and hence there would be no opportunity for advancing the price, nor would it tend to create a monopoly of the business by the plaintiff.

Affiant further says that it is not true that the said plaintiff has at any time or in any manner violated the terms of said agreement as

alleged in said answer or in any other manner. That it is not true that plaintiff has intentionally or otherwise withheld from the defendants the benefit of the advantages agreed upon in said contract to be given them, nor is it true that the plaintiff has not given to defendants the benefit of its contracts relating to freight on crude and refined oil, but the plaintiff has given to the defendants privileges not required by the agreement. That it is not true that the defendants have ever been required to pay larger rates of freight than were paid by the plaintiff when the defendants made any shipments of oil in accordance with the terms of the contract; nor is it true that the plaintiff has not allowed to defendants the same rebates that it has received from different carriers upon any shipments of oil made in accordance with the terms of the contract.

That it is true that the plaintiff has recently constructed a pipe line from Cleveland to the western line of the State of Pennsylvania, through which its oil has been pumped to Cleveland since the spring of 1880, but it is not true that it is the owner of the said pipe line from the western line of the State of Pennsylvania to the oil regions. That it is true that to promote the interests of defendants the plaintiff has furnished to defendants crude oil through said pipe line and charged them twenty cents per barrel for the transportation of the same; but it is not true that said pipe line was constructed for the purpose of transporting oil for others than the plaintiff, nor is it true that under the terms of said agreement the defendants are entitled to the transportation of oil through said pipe line, nor is it true that the charge of twenty cents per barrel is an unreasonable price for transporting oil through said pipe line from the oil regions to Cleveland; but affiant avers it to be true that during the time it so furnished the oil through the pipe line at twenty cents per barrel, of forty-two gallons each, the railroads were charging freight at the rate of from thirty-five to fifty cents per barrel of forty-five gallons each.

Plaintiff continued to deliver defendants through the pipe line, and at twenty cents per barrel, until they had received all they were entitled to manufacture under the contract dated July 20, 1876.

Affiant says that it is not true that "at the time when said agreement was signed said plaintiff was endeavoring by contracts with divers persons to establish a monopoly in the manufacture of refined oil in the State of Ohio and in the United States." Affiant avers that it has made but one other contract with other persons like the one made with defendants, and that was a contract made at the same date, viz, July 20, 1876, with the Pioneer Oil Company of the city of Cleveland, of which the defendants had full knowledge. Affiant further says that he was present and participated in the negotiations which resulted in the formation of the contract with these defendants, and that it is not true that said contract was entered into for the purpose of monopolizing the trade in refined oil or for the purpose of enhancing the price thereof, and maintaining an unnaturally high price for the same; and affiant says that it is not true that plaintiff by said contract, and by the said other contract made with the same design, succeeded in creating a substantial monopoly and averting competition, and maintaining an unnaturally high price for refined oil; but said contract was made, as is therein stated, for the purpose of equalizing the business of manufacturing oil and giving to each of

said contracting parties their due proportion thereof, and that the amount of 85,000 barrels per annum, to which the distillation of defendants is by said contract limited, is, as agreed, a relative proportion to their full capacity, as is the amount distilled by plaintiff per annum since said contract was entered into to its total capacity for refining oil; and it is not true that said agreement is in restraint of trade and against public policy, as alleged in the said answer of defendants, Shurmer and Teagle. Affiant says that on or about the first day of October, 1879, it came to his knowledge that the defendants had, in violation of said agreement, distilled about 22,984 barrels of oil more than they were entitled by the terms of said agreement, and thereupon he had an interview with defendants, W. C. Scofield and John Teagle, who admitted the defendants had distilled in excess of the quantity stipulated in the contract, and agreed to reduce the quantity distilled during the year following July 20, 1879, by the amount they had already distilled in excess up to that date, but requested they might be allowed to distribute said reduction equally over each six months of the year instead of wholly in either the first or last six months of the year following July 20, 1879, to which request affiant assented.

Affiant says that it is not true that "the plaintiff, on the fourth day of March, 1880, with full knowledge of how much oil in excess of 85,000 barrels per year had been manufactured by defendants and plaintiff, demanded of said defendants that should pay to plaintiff the entire profits upon said excess," other than as is hereinafter stated; and it is not true that plaintiff, at the time it demanded said profits, claimed that it had any monopoly, or that its monopoly was so perfect that it would have sold said excess if defendants had not, or that it was entitled to said profits in consequence of any monopoly; but affiant says that it did claim the profits upon the oil sold in excess of said 85,000 barrels, because defendants had broken their agreement with said plaintiff, and the profits on such excess the plaintiff at that time was willing to accept as compensation for such breach of said contract.

Affiant says that he does not know what contracts for the sale of oil defendants may have made, or what contracts for the manufacture or for the construction of barrels they may have entered into, or what obligations they may be under to their customers; but he says that for a long time past the defendants have had notice that plaintiff would insist upon the performance by them of their obligations under their said contract, and that if they have entered into contracts for the sale of oil as alleged by them and entered into other obligations, they have done so with the full knowledge that they were thereby violating and continuing the violation of said agreement of July 20, 1876.

I have read the affidavit of H. L. Taylor, filed in this case October 18, 1880, in which he says: "That he has been for some six or eight years last past acquainted with Mr. Rockefeller, Mr. Flagler, Mr. Payne, and others; that he has had conversations with some of these parties with regard to control by the Standard Oil Company of the distilling and refining business in the State of Ohio and in the United States, and that he has heard them say in substance that the Standard Oil Company intended to wipe out all the refineries in the country *except* theirs, and to control the entire refining business in the United States." Affiant says that he has been acquainted with H. L. Taylor for several

years past; that all the foregoing statements so far as they relate to him are false, and that he never made to said Taylor or to any person in his hearing any such statement, nor statements in substance to that effect. Affiant further says that he never, in company with said Taylor, visited any of the cities or places mentioned in his affidavit for the purpose of inspecting or examining refineries, though he may have met said Taylor incidentally at various places, but that he never showed him refineries that were formerly under the control of others and running independently and stated that the same had passed under the control of the Standard Oil Company, nor did anybody else make such statements to Taylor in his hearing.

Affiant says that it has not come to pass, as sworn by said Taylor, that said Standard Oil Company has "wiped out" the refining business of the United States, or that it to-day controls it, but affiant believes that at the time said Taylor made his affidavit he knew there were very many refineries running independently of and in no way connected with the Standard Oil Company, and that said Taylor was himself then interested in the profits of a large refining business represented by a number of refiners who were large competitors of the Standard Oil Company.

With respect to the assertion of said Taylor that "in many instances to his knowledge the Standard Oil Company has bought refineries and taken them down," affiant says that several years ago when the business was very much scattered, in several instances and for greater economy in manufacturing, the Standard Oil Company dismantled refineries unfavorably located and utilized the construction, machinery, and appliances of the same to increase its manufactory at Cleveland.

It is true that in many cases persons who had been unsuccessfully engaged in refining, but had experience, were to some extent employed by the Standard Oil Company in its business of refining, but that with respect to the averment in said Taylor's affidavit that "in other cases said company employed men, who had refineries, at large salaries and at the same time gave them no absolute employment," the same is untrue. But it is true that it has restricted its employés from entering the business of refining and distilling oil except under said company's direction.

But none of these things were done by the plaintiff for the purpose of creating and maintaining a monopoly of the business of refining, but were done for the purpose of conducting its business more efficiently.

And affiant says that it was not true, as sworn to by said Taylor, that the Standard Oil Company during a large portion of the time that he refers to, to wit, six or eight years past, or for any length of time, has substantially controlled the transportation of oil; that it is not true that said Standard Oil Company ever had, or that it now has, any contract with any lines of transportation in which it was stipulated that it should have a lower rate of freight than other shippers undertaking the same obligation and furnishing equal terminal facilities; that in all the contracts ever had with the railroads, the railroad companies have reserved the right to charge others the same rate of freight as that paid by the Standard Oil Company; and affiant further says that even those contracts with the railroad companies

which gave the Standard Oil Company a commission for facilities furnished have long been abrogated and abandoned.

Affiant says that with respect to the statement in said Taylor's affidavit that "other language has been used to him [said Taylor] by the officers of said Standard Oil Company to the effect that the said company intended to have all the refineries and aimed at having entire control of the oil market," the same so far as it related to him is wholly untrue.

Affiant says that it is not true that the plaintiff got control of the refineries of the firm of Logan Brothers of Philadelphia, Octave Oil Company, Easterly and Davis, and Bennett, Warner & Company of Titusville, Pennsylvania; R. S. Waring and Citizens' Oil Works of Pittsburg, or of either of them. The statement of H. L. Taylor that "the principal way by which these independent refineries came under the control of the Standard Oil Company was from the fact that said company had such rates of transportation that the small companies could not compete with it, and when said company had such power it would make such arrangements with parties engaged in these refineries as would prevent them from thereafter competing with the Standard Oil Company," is false in its facts and its inferences. Affiant has already correctly stated the facts as to the purchase of refineries by the Standard Oil Company at Cleveland, what led to such purchases, and that persons engaged in such refineries were in some cases employed by said company; and any statement or inference to the effect that by legal means or unfair inferences the plaintiff "squeezed out" or "crushed out" the small refiners and prevented them from again entering into the business of refining is untrue.

Affiant further responding to the affidavit of said Taylor, says that with reference to the statement therein contained that "the effect of the control of the refining business by the Standard Oil Company upon the oil market is to largely increase the price to consumers beyond what they ought to pay," the same is untrue, and he avers again that since the date of the contract with defendant the average price to consumers of refined oil has been lower than for years previous.

As to the allegation of the said Taylor that "if the business was distributed among the independent refineries it would furnish employment to a much larger number of persons than at present, and the interests of the country would be decidedly promoted by having the refining business in the hands of competent parties," in so far as the same implies that there are not independent competing refineries outside of the works of said plaintiff, the same is untrue, and that it is a fact that a larger number of persons are now employed in connection with the business of refining oil than ever before.

Affiant says that with reference to the language used by the said Heisel in his affidavit that he, Heisel, was not afraid, to which Mr. Rockefeller replied, "You may not be afraid to have your head cut off, but your body will suffer," "and that this was said by affiant prior to the time that he sold his interest in the refining business to Bishop and was said for the purpose of inducing the affiant to sell out to the Standard Oil Company," that affiant has no recollection of ever using any such language to said Heisel, and so far as said statement implies threats or inducements held out to said Heisel to procure control of the works of said Bishop and Heisel by the Standard Oil Company the same is wholly false in spirit and effect.

Affiant says respecting the statement in said Heisel's affidavit that "the effect resulting from the control by this one company—the Standard Oil Company—of the entire refining business in Cleveland has been to largely increase the price of refined oil to consumers, to lessen its production, to reduce the number of hands employed in the refining business, and to reduce the price paid laborers for their work, and thereby to largely injure the public," the same so far as it alleges that there is a control by the Standard Oil Company of the entire refining business is false; and that so far as it undertakes to state consequences of said alleged control by the Standard Oil Company, it is also false.

I have read the affidavit of Mrs. B. filed in this case on October 18, 1880. Said affidavit is incorrect, erroneous and in many respects false.

The first interview that I ever had with Mrs. B. was at her house when she sent for Mr. Flagler and myself to consult with her in reference to selling out her establishment to one of her employees. This occurred during the year 1876. She states to us the terms of an offer that she had received from the said employee and expressed an earnest desire to dispose of the business and to be free from its perplexities and annoyances, and evinced a disposition to accept the offer, and we advised her to accept provided the payments were made secure. I did not see her again until the fall of 1878, more than two years later. Then at her urgent request I met her at her house, at which time she made reference to the conversation she had had with Mr. Jennings, and desired me to pursue negotiations with her with reference to the sale of her property, which I positively declined, stating to her that I knew nothing about her business or the mechanical appliances used in the same, and that I could not pursue any negotiations with her with reference to the same, but that if, after reflecting, she yet desired to do so, some of our people familiar with the lubricating oil business would take up the question with her. She was very desirous to begin negotiations, but I declined to negotiate and advised her not to take any hasty action, as from her own statements there was no such change in the condition of the business as to discourage the expectation that she could do as well in the future as she had in the past. When she responded expressing her fears about the future of the business, stating that she could not get cars to transport sufficient oil, and other similar remarks, I stated to her that though we were using our cars and required them in our own business, yet we would loan her any number she required or do anything else in reason to assist her, and I saw no reason why she could not prosecute her business just as successfully in the future as in the past. This is the last interview I had with her.

Affiant thinks it is true that Mrs. B. stated in the course of the conversation in substance that "the B. Oil Company was entirely in the power of the Standard Oil Company and that all she could do would be to appeal to affiant's honor as a gentleman and to his sympathy to do with her the best that he could do." To the statement that she was in the power of the Standard Oil Company, affiant made a positive denial, and stated to her that there was no foundation for the fears she expressed, and in this connection made the offer to her to furnish her with cars. He can not remember what was said by Mrs. B. at this interview in relation to an agreement on the part of the Standard Oil Company not to touch the lubricating branch of the

trade. It is true that the Standard Oil Company had a contract with the B. Oil Company, made early in 1873, terminable on sixty days' notice by either party, in reference to carbon oil only—which contract had been voluntarily assumed by the B. Oil Company—and it was entirely optional with the said B. Oil Company to discontinue said contract upon a notice of sixty days and thereby relieve itself from its obligations if it so desired; but said contract was continued in full force and effect up to the time of the sale by Mrs. B. of her interest in said B. Oil Company; but the Standard Oil Company had no contract with the B. Oil Company by which it "agreed not to touch the lubricating branch of the trade," nor did it have any contract with the said B. Oil Company having reference in any particular to the lubricating oil business, nor did affiant have any such contract. While affiant declined to enter into any negotiations with the said Mrs. B., it may be true that during the interview alluded to he said to her that in case a sale were made she could retain whatever stock in the B. Oil Company she desired. As a result of the negotiations, in which affiant took no part, the construction and goodwill of the B. Oil Company was purchased for sixty thousand dollars, which was at least twenty thousand dollars in excess of its value, and largely in excess of the value placed upon it by Mrs. B. in the interview above referred to between Mr. Flagler and affiant with her in 1876. In addition to the construction and good will which was purchased for the sum of sixty thousand dollars, there was purchased of the B. Oil Company its entire stock of oils on hand at the full market value, and the sum paid for same amounted to $19,144.49, making an aggregate of $79,144.49, and did not include any other assets of the company, such as cash, accounts receivable and accrued dividends.

With respect to the allegation in said affidavit that "Mrs. B., seeing that the property had to go, asked that she might, according to the understanding with the president of the company, retain fifteen thousand dollars of her stock," so far as said statement implies that she was parting with her property under any duress, restraint, or undue influence, or was forced thereto by any acts of the Standard Oil Company, the same is absolutely false; and it is also false that she ever had any understanding with the president of the Standard Oil Company that she should retain fifteen thousand dollars of the stock of the B. Oil Company; nor was there any reference to that subject save as is hereinbefore stated; and if the said Mrs. B. refers to this affiant in that connection wherein she says that "to this request the reply was, 'No outsider can have any interest in this concern' and 'that said Standard Oil Company had dallied as long as it would over this matter, that it must be settled up that day or go, and insisted upon her signing the bond above referred to,'" the same is also false; nor has he any knowledge that during said negotiations any such language was ever used, or that the negotiations were ever carried on or closed in any such spirit.

Affiant says that it is not true that he made any promises that he did not keep in the letter and spirit; and that it is not true that he was instrumental to any degree in her being obliged to sell the property much below its true value; and he avers that she was not obliged to sell out, and that such sale was a voluntary one upon her part and for a sum far in excess of its value, and that the construc-

tion which was purchased of her could be replaced for a sum not exceeding twenty thousand dollars.

On Saturday the ninth day of November, 1878, the negotiations were closed and payments made to Mrs. B. Affiant had no knowledge of dissatisfaction upon her part until the receipt of a letter dated Monday, November 11, which reached him on the 12th, and on November 13 the reply thereto was mailed, copy of which is as follows:

"NOVEMBER 13, 1878.

"DEAR MADAM:—I have held your note of 11th inst., received yesterday, until to-day, as I wished to thoroughly review every point connected with the negotiations for the purchase of the stock of the B. Oil Company to satisfy myself as to whether I had unwittingly done anything whereby you would have any right to feel injured. It is true that in the interview I had with you I suggested that if you desired to do so you could retain an interest in the B. Oil Company by keeping some number of its shares, and I then understood you to say that if you sold out you wished to go entirely out of the business. That being my understanding, our arrangements were made in case you concluded to make the sale, that precluded any other interests being represented, and therefore when you did make the inquiry as to your taking some of the stock our answer was given in accordance with the facts as noted above, but not at all in the spirit in which you refer to the refusal in your note. In regard to the reference that you make as to my permitting the business of the B. Oil Company to *be taken* from you, I say that in this, as in all else that you have written in your letter of the 11th inst., you do me most grievous wrong. It was of but little moment to the interests represented by me whether the business of the B. Oil Company was purchased or not. I believe that it was for your interest to make the sale, and am entirely candid in this statement, and beg to call your attention to the time, some two years ago, when you consulted Mr. Flagler and myself as to selling out your interests to Mr. Rose, at which time you were desirous of selling at considerably less price, and upon time, than you have now received in cash, and which sale you would have been glad to have closed if you could have obtained satisfactory security for the deferred payments. As to the price paid for the property, it is certainly three times greater than the cost at which we could now construct equal or better facilities; but wishing to take a liberal view of it I urged the proposal of paying the sixty thousand dollars, which was thought much too high by some of our parties. I believe that if you would reconsider what you have written in your letter, to which this is a reply, you must admit having done me great injustice, and I am satisfied to await upon innate sense of right for such admission. However, in view of what seems your present feelings, I now offer to restore to you the purchase made by us, you simply returning the amount of money which we have invested and leaving us as though no purchase had been made. Should you not desire to accept this proposal, I offer to you one hundred, two hundred, or three hundred shares of the stock at the same price that we paid for the same, with this addition, that if we keep the property we are under engagement to pay into the treasury of the B. Oil Company an amount which,

added to the amount already paid, would make a total of $100,000, and thereby make the shares one hundred dollars each.

"That you may not be compelled to hastily come to conclusions, I will leave open for three days these propositions for your acceptance or declination, and in the meantime, believe me.

"Yours very truly,

"JOHN D. ROCKEFELLER."

To which letter no reply was ever received, and since which time affiant has had no communication with Mrs. B. upon any subject.

Affiant says that he has had his attention called to the affidavit of Daniel Shurmer, filed in this case October 18, 1880, and to the language as follows: "That the Standard Oil Company had already squeezed one refining concern with which he was connected, whereby he had lost over twenty thousand dollars." Affiant says that the same is false, as nothing of the kind ever occurred.

Affiant says that he conducted most of the negotiations which led to the making of the contract with defendants, and that at no time previous or during the same were any threats made by him or any officer of the Standard Oil Company or agents to his knowledge to the effect that the firm of Scofield, Shurmer & Teagle would be ruined if they did not make such a contract; and no promises were made by him nor anybody else in behalf of said Standard Oil Company to said Shurmer or any of the defendants that if said contract was signed the Standard Oil Company and defendants would control and monopolize the whole refining business in Cleveland; nor is it true, as alleged by said Shurmer, that he was reluctant to enter into said agreement, but, so far as affiant knows, the said Shurmer was anxious to make the arrangement, believing it to be a profitable one for the defendants. That some time in the year 1878, when the refining business of the city of Cleveland was in the hands of a number of small refineries and was unproductive of profit, it was deemed advisable by many of the persons engaged therein, for the sake of economy, to concentrate the business and associate their joint capital therein. The state of the business was such at that time that it could not be retained profitably at the city of Cleveland by reason of the fact that points nearer the oil regions were enjoying privileges not shared by refiners at Cleveland and could produce refined oil at a much less rate than could be made at this point. That it was a well understood fact at that time among refiners that some arrangement would have to be made to economize and concentrate the business or ruinous losses would not only occur to the refiners themselves, but ultimately Cleveland as a point of refining oil would have to be abandoned. At that time those most prominently engaged in the business here consulted together, and as a result thereof several of the refiners conveyed to the plaintiff their refineries and had the option, in pay therefor, to take stock of the Standard Oil Company at par or to take cash. That at this time the Standard Oil Company, by reason of its facilities and large cash capital, was agreed upon as the one best adapted to concentrate the business, and for no other reason whatsoever. That said Standard Oil Company had no agency in creating this state of things which made that change in the refining business necessary at that time, but the same was the natural result of the trade; nor did it in the negotiations which followed use any undue or

unfair means, but in all cases to the general satisfaction of those whose refineries were acquired, the full value thereof either in stock or cash was paid, as the parties preferred.

Since that time the Standard Oil Company, by diligent and faithful attention to its business, by the exercise of the most rigid economy, by promptly taking advantage of all legitimate opportunities, has acquired large and valuable property at Cleveland, with a capacity to refine oil largely in excess of any local refinery, but he denies that from 1872 to the present time, by any conclusion, conspiracy, or undue means from first to last, the present standing and capacity of the Standard Oil Company has been acquired, or that it seeks to maintain its hold upon business through any purpose to create or maintain a monoply.

JOHN D. ROCKEFELLER.

On the cover of this document is the following:

"Copy.
Standard Oil Co.
v.
W. C. Scofield et al
Affidavit of
John D. Rockefeller."

PETITIONER'S EXHIBIT 1007.

Statement showing shipments or batches of oil transported by South West Pennsylvania Pipe Lines, August 1st, 1905, to July 31st, 1906, both inclusive.

TO THE CRESCENT PIPE LINE COMPANY.

Date.	Kind of oil.	
	Penna. grade.	Illinois.
August 1, 1905, to October 29, 1905	549,471.85	
October 31 " to March 17, 1906	771,831.67	

(Sheet 2.)

Statement showing shipments or batches of oil transported by South West Pennsylvania Pipe Lines, August 1st, 1906, to July 31st, 1907, both inclusive.

TO THE CRESCENT PIPE LINE COMPANY.

Date.		
August 1, 1906, to July 31st, 1907		Nothing.

(Sheet 3.)

Statement showing shipments or batches of oil transported by South West Pennsylvania Pipe Lines, August 1st, 1907, to December 31st, 1908, both inclusive.

TO THE CRESCENT PIPE LINE COMPANY.

Date.	Kind of oil.	
	Penna. grade.	Illinois.
December 30, 1907, to January 14, 1908	71,629.21	
January 15, 1908, to December 31, "		1,792,521.38

PETITIONER'S EXHIBIT 1008.

Statement showing shipments or batches of oil transported by South West Pennsylvania Pipe Lines, August 1st, 1905, to July 31st, 1906, both inclusive.

TO THE EUREKA PIPE LINE COMPANY.

Date.	Kind of oil.		
	Penna. grade.	Kansas.	Illinois.
August 1, 1905, to January 27, 1906	1,114,479.08		
January 29, 1906, to July 31, "	[a] 1,183,773.91		

[a] The remainder of this batch on following sheet.

[Sheet 2.]

Statement showing shipments or batches of oil transported by South West Pennsylvania Pipe Lines August 1st, 1906, to July 31st, 1907, both inclusive.

TO THE EUREKA PIPE LINE COMPANY.

Date.	Kind of oil.		
	Penna. grade.	Kansas.	Illinois.
August 1, 1906, to September 19, 1906	[a] 463,529.91		
September 25, " to January 4, 1907	617,826.32		
January 1, 1907, to January 10, "		99,468.43	
January 7, " to May 10, "	604,978.98		
January 21, " to January 30, "		116,279.57	
February 6, " to February 10, "		58,823.46	
February 19, " to March 3, "		139,964.91	
March 16, " to March 27, "		142,848.59	
April 1, " to April 9, "		107,218.76	
April 16, " to May 3, "		141,123.88	
May 8, " to May 13, "		85,975.83	
May 13, " to July 31, "	[b] 474,493.94		
May 18, " to May 18, "		1,611.61	
May 21, " to June 4, "		148,527.10	
June 14, " to June 23, "		119,358.08	
June 23, " to July 7, "			284,770.19
July 7, " to July 13, "		112,921.96	
July 13, " to July 23, "			289,570.67
July 23, " to July 31, "		[b]241,215.63	

[a] The first part of this batch on previous sheet. [b] The remainder of this batch on following sheet.

[Sheet 3.]

Statement showing shipments or batches of oil transported by South West Pennsylvania Pipe Lines, August 1st, 1907, to December 31st, 1908, both inclusive.

TO THE EUREKA PIPE LINE COMPANY.

Date.	Kind of oil.		
	Penna. grade.	Kansas.	Illinois.
August 1, 1907, to December 31, 1908	[a] 2,076,403.00		
August 1, " to August 9, 1907		[a] 198,052.59	
August 9, " to August 26, "			430,310.61
August 26, " to September 3, "		218,811.80	
August 5, " to September 15, "		276,445.26	
September 21, " to September 23, "		63,631.63	
September 23, " to October 10, "			486,562.58
October 13, " to November 8, "			679,274.35
November 10, " to November 15, "			126,895.34
November 15, " to December 4, "		488,996.55	
December 7, " to December 12, "		128,759.63	
December 16, " to December 29, "		322,646.13	
December 29, " to February 23, 1908			1,448,172.05
February 23, 1908, to February 26, "		102,749.20	
February 29, " to March 11, "		333,300.75	
March 17, " to March 23, "		185,614.23	
March 28, " to April 7, "		297,081.50	
April 7, " to April 22, "			428,067.25
April 25, " to May 8, "			386,546.53
May 8, " to May 15, "		166,373.13	
May 15, " to May 18, "			161,686.11
May 18, " to May 25, "		176,232.54	
May 25, " to June 2, "			258,263.75
June 2, " to June 9, "		264,072.11	
June 9, " to June 24, "			499,912.36
June 24, " to June 29, "		214,849.33	
June 29, " to July 4, "			186,158.79
July 4, " to July 7, "		127,306.75	
July 7, " to July 27, "			613,030.70
July 29, " to August 8, "			353,162.84
August 14, " to August 17, "		114,742.71	
August 10, " to August 14, "			177,764.65
August 20, " to August 25, "		92,027.72	
August 25, " to September 2, "			312,056.15
September 5, " to September 8, "			109,759.95
September 8, " to September 12, "		190,798.67	
September 19, " to September 23, "		117,717.48	
September 23, " to September 24, "			21,175.27
September 27, " to October 2, "			106,963.35
October 2, " to October 7, "		138,136.47	
October 7, " to October 8, "			40,571.69
October 11, " to October 14, "			85,421.58
October 16, " to October 24, "			252,901.52
October 27, " to October 30, "			137,862.46
November 2, " to November 9, "			244,804.86
November 9, " to November 14, "		173,082.52	
November 17, " to November 19, "		83,084.08	
November 23, " to November 26, "		133,490.16	
November 26, " to December 18, "			745,843.76
December 22, " to December 23, "			57,066.14
December 27, " to December 31, "			193,197.75

[a] The first part of this batch on previous sheet.

PETITIONER'S EXHIBIT 1009.

Mixtures delivered Philadelphia by Southern line, 1908.

	Delivered as—		Rec'd as—	
Jan. 9th	Somerset	14,517.27	18,727.18	
	Pa. grade	4,209.92		Loss: 4,209.92
Jan. 10th	Pa. grade	7,369.65		Loss: 7,369.65
	Somerset		7,369.65	
" 11th	Pa. grade	1,282.56		Loss: 1,282.56
	Somerset		1,282.56	
" 15th	Pa. grade	10,522.47		Loss: 10,522.47
	Kansas	1,498.84	12,021.31	
" 27th	Pa. grade	2,093.20		Loss: 2,093.20
	Illinois	8,350.48	10,443.68	
Apr. 1st	Pa. grade	2,530.42		Loss: 2,530.42
	Kansas	10,924.73	13,455.15	
" 15th	Somerset	30,887.64	32,221.83	
	Pa. grade	1,334.19		Loss: 1,334.19
" 22nd	Kansas	14,352.14	17,606.75	
	Pa. grade	3,254.61		Loss: 3,254.61
May 9th	Illinois	5,417.70	6,474.51	
	Corning	1,056.81		Loss: 1,056.81
" 13th	Illinois	228.80		Loss: 228.80
	Somerset	9,748.61	9,977.41	
" 17th	Somerset	8,227.12	13,820.70	
	Pa. grade	5,593.58		Loss: 5,593.58
June 2nd	Illinois	31,073.87	31,316.30	
	Pa. grade	242.43		Loss: 242.43
" 9th	Pa. grade	2,582.66		Loss: 2,582.66
	Illinois	2,192.69	4,775.35	
" 20th	Pa. grade	9,668.33		Loss: 9,668.33
	Somerset	1,167.28	10,835.61	
" 29th	Somerset	3,064.41		Loss: 3,064.41
	Illinois	2,578.70	5,643.11	
July 9th	Pa. grade	3,333.15		Loss: 3,333.15
	Illinois	15,937.28	19,270.43	
" 23rd	Pa. grade	4,627.62		Loss: 4,627.62
	Illinois	12,512.37	17,139.99	
Aug. 10th	Pa. grade	7,089.58	9,755.84	
	Somerset	2,666.26		Loss: 2,666.26
" 18th	Somerset	2,710.54		Loss: 2,710.54
	Illinois	2,318.91	5,029.45	
Sept. 2nd	Pa. grade	15,582.17	18,505.38	
	Corning	5,479.20	2,555.99	Loss: 2,923.21
Sept. 9th	Somerset	25,288.70	28,808.31	
	Pa. grade	3,519.61		Loss: 3,519.61
Sept. 11th	Pa. grade	16,225.98		Loss: 16,225.98
	Illinois	14,588.55	30,814.53	
Sept. 15th	Pa. grade	4,441.98		Loss: 4,441.98
	Illinois	8,559.65	13,001.64	
Sept. 27th	Somerset	2,905.42	4,936.14	Loss: 2,030.72
	Eureka	18,880.06	16,849.34	
Oct. 17th	Pa. grade	3,747.95		Loss: 3,747.95
	Illinois	7,130.79	10,878.74	
Nov. 10th	Corning	14,470.82	16,718.78	
	Eureka	2,247.96		Loss: 2,247.96
" 11th	Eureka	7,561.60	Rec'd as Corn.	
	Illinois	86.87	7,648.47	Loss: 7,648.47

Mixtures delivered Philadelphia by Southern line, 1908—Continued.

	Delivered as—		Rec'd as—	
Nov. 21st	Pa. grade	3,472.07		Loss: 3,472.07
	Illinois	3,130.35	6,602.42	
Nov. 28th	Pa. grade	9,489.81		Loss: 9,489.81
	Somerset	41.17	Rec'd as Ill.	
	Illinois	3,542.22	13,073.20	
Dec. 5th	Eureka	1,990.57	Rec'd as Ill.	Loss: 1,990.57
	Illinois	10,824.65	12,815.22	
" 26th	Pa. grade	2,146.49	Rec'd as Ill.	Loss: 2,146.49
	Illinois	7,746.93	9,893.42	

PETITIONER'S EXHIBIT 1010.

THE PRESIDENT OF THE UNITED STATES OF AMERICA, to:

W. W. Pilkington, individually and as officer, agent or employe of the Buckeye Pipe Line Company, Crescent Pipe Line Company, Eureka Pipe Line Company, Indiana Pipe Line Company, National Transit Company, New York Transit Company, Northern Pipe Line Company, Prairie Oil & Gas Company, Southern Pipe Line Company, Southwest Pennsylvania Pipe Lines Company and Standard Oil Company of New Jersey; GREETING:

WE COMMAND YOU, that all business and excuses being laid aside you appear and attend before Hon. Franklin Ferriss, a special examiner appointed by the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri, at room 515 of the custom-house, Bowling Green, in the city of New York and State of New York, on the 5th day of January, 1909, at 10.30 o'clock in the forenoon of said day, to testify and give evidence in a certain action now pending undetermined in the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri, wherein the United States of America is petitioner and the Standard Oil Company of New Jersey and others are defendants, on the part of the petitioner;

And that you bring with you and produce at the time and place aforesaid all books, papers, records and reports showing or tending to show the various kinds and grades of crude petroleum transported through the pipe lines of the Buckeye Pipe Line Company, Crescent Pipe Line Company, Eureka Pipe Line Company, Indiana Pipe Line Company, National Transit Company, New York Transit Company, Northern Pipe Line Company, Prairie Oil & Gas Company, Southern Pipe Line Company, Southwest Pennsylvania Pipe Lines Company and Standard Oil Company of New Jersey, from any point on said lines to Philadelphia, Baltimore and New York Harbor; and from any point on the lines of the Prairie Oil & Gas Company to Griffith and Whiting, Indiana, and Sugar Creek, Missouri, and North Alton, Illinois; showing the several shipments or batches of oil transported, the quantity of oil in each shipment or batch, the name of the oil in each shipment or batch and the gravity thereof, and the amount of oil separated at destination as contaminated from each shipment or batch and the gravity thereof.

And hereof fail not under penalty of law.

WITNESS, the Honorable Melville W. Fuller, Chief Justice of the United States, at the Borough of Manhattan in the city of New York, this 12th day of December, 1908.

[SEAL] JOHN A. SHIELDS,
Clerk.

(On the back of this document is the following):

Form No. 302.

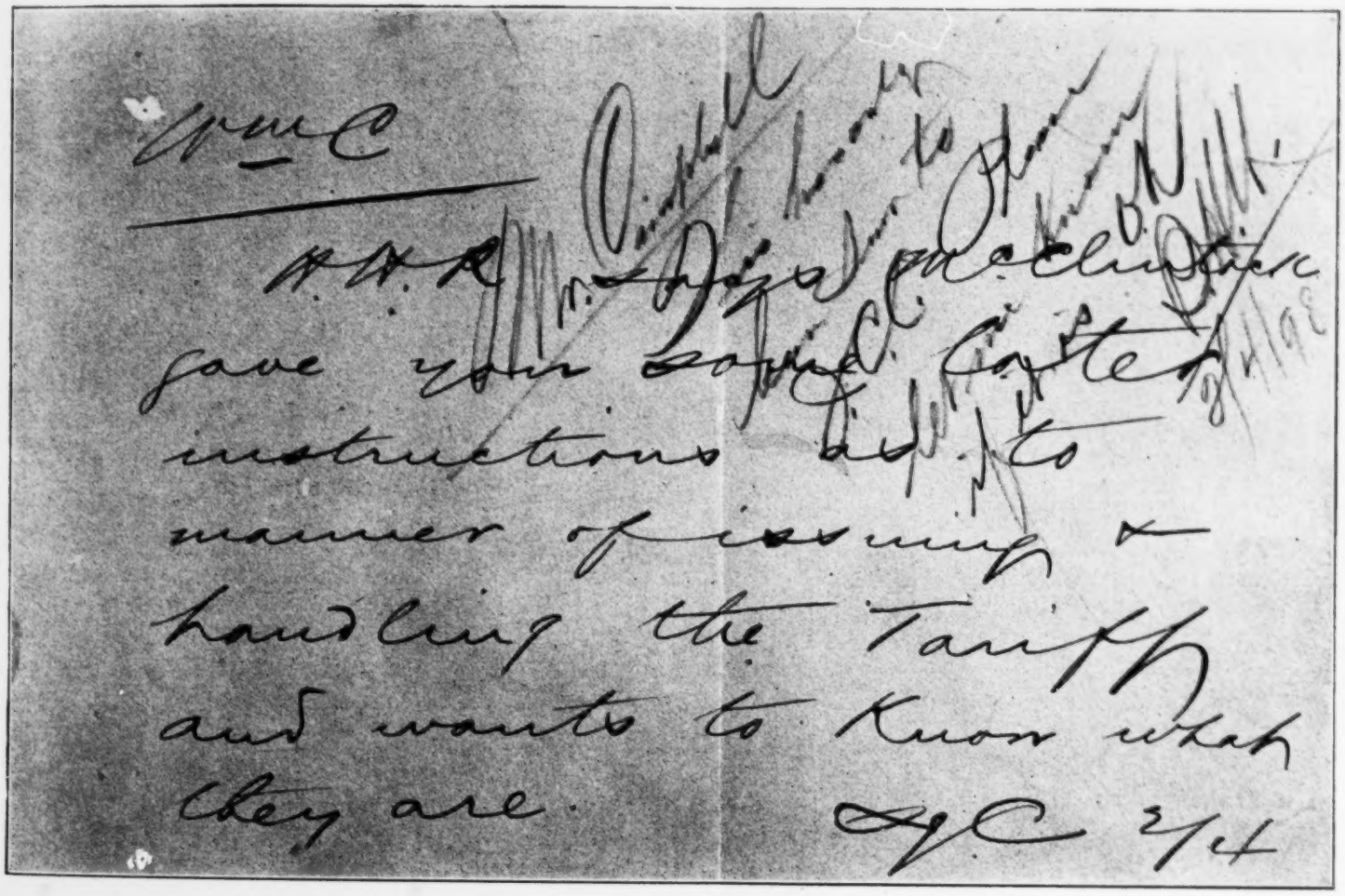
I HEREBY CERTIFY, that on the 14th day of December, 1908, at the city of New York, in my district, I personally served the within subpœna upon the within-named W. W. Pilkington, at #26 Broadway, New York City, N. Y., by exhibiting to him the within original, and at the same time leaving with him a copy thereof.

WM. HENKEL,
United States Marshal,
Southern District of New York.

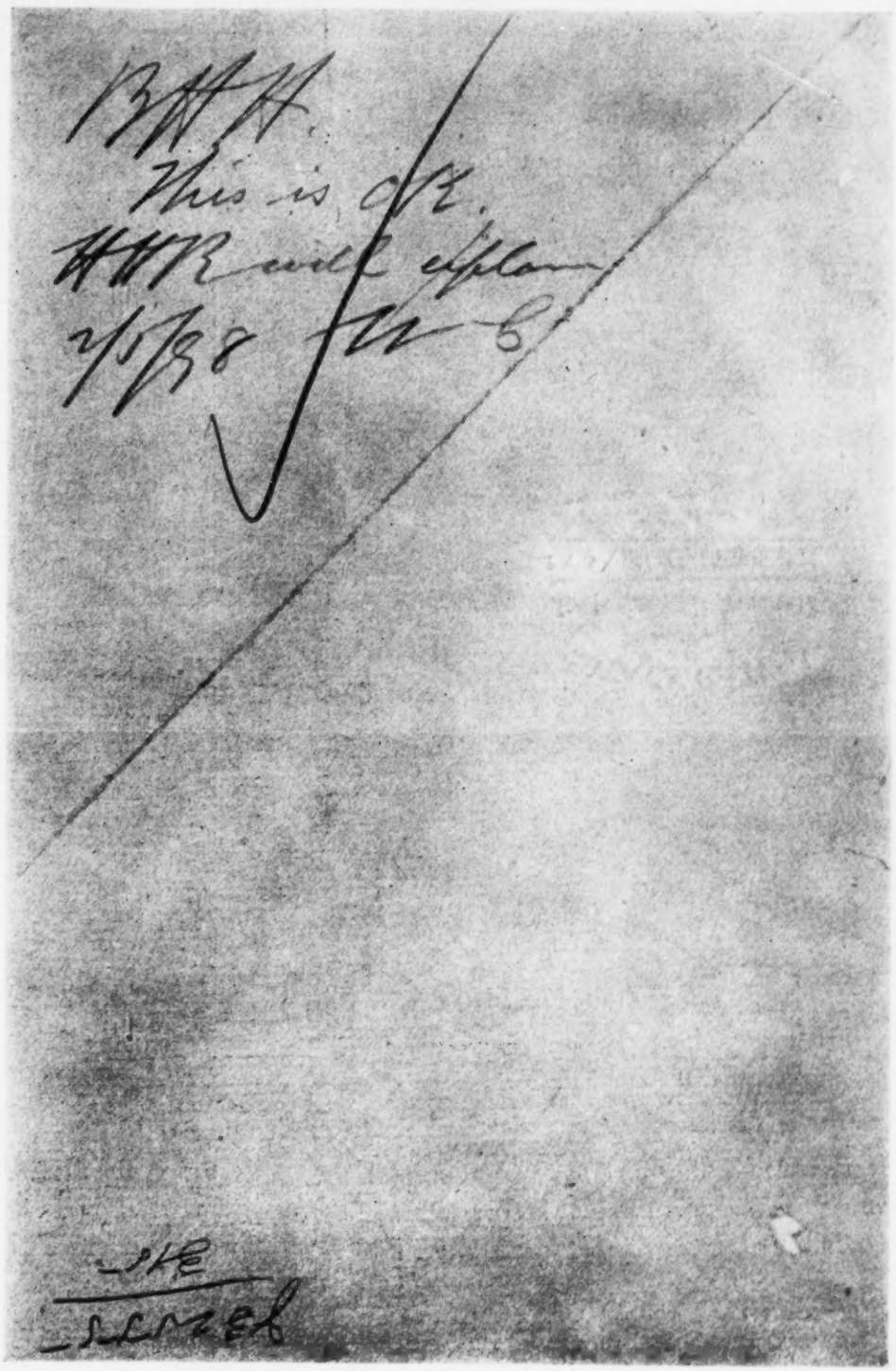
Dated Dec. 14th, 1908.
Pilkington. Original.
White 1401

FOLD OUT IS TOO LARGE TO BE FILMED

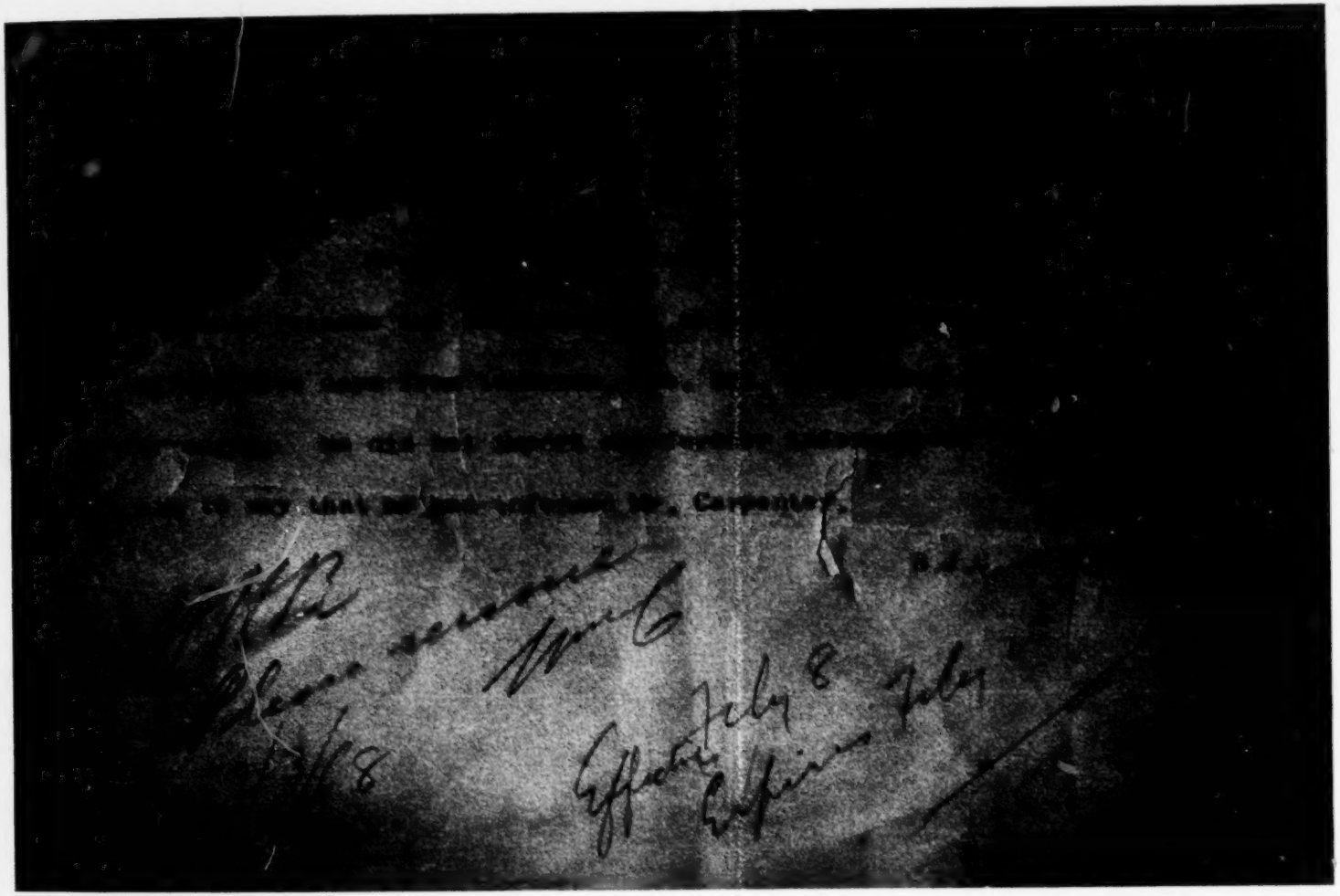
PETITIONER'S EXHIBIT 1012.



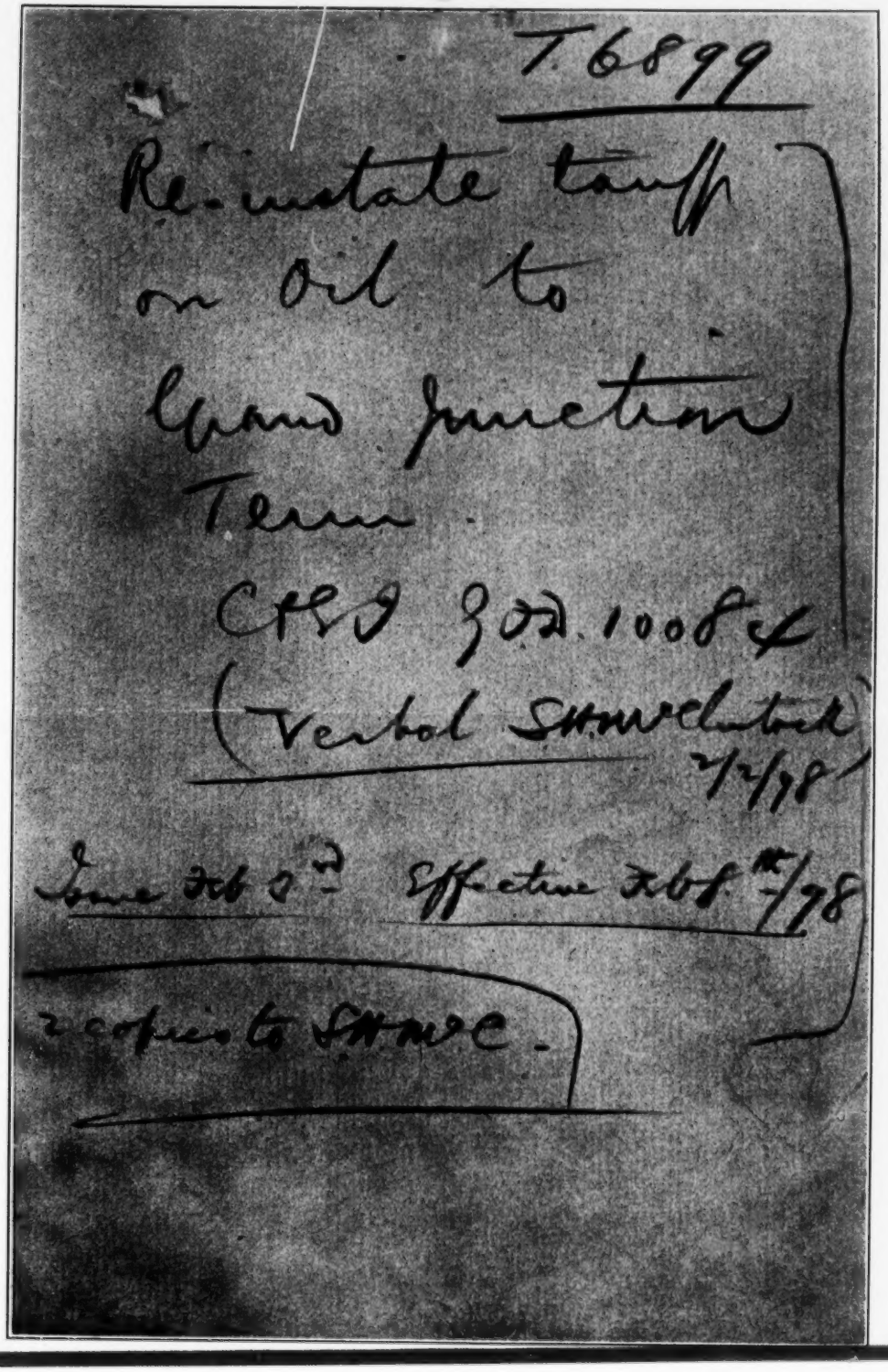
PETITIONER'S EXHIBIT 1012.—REVERSE SIDE.



PETITIONER'S EXHIBIT 1013.



PETITIONER'S EXHIBIT 1014.

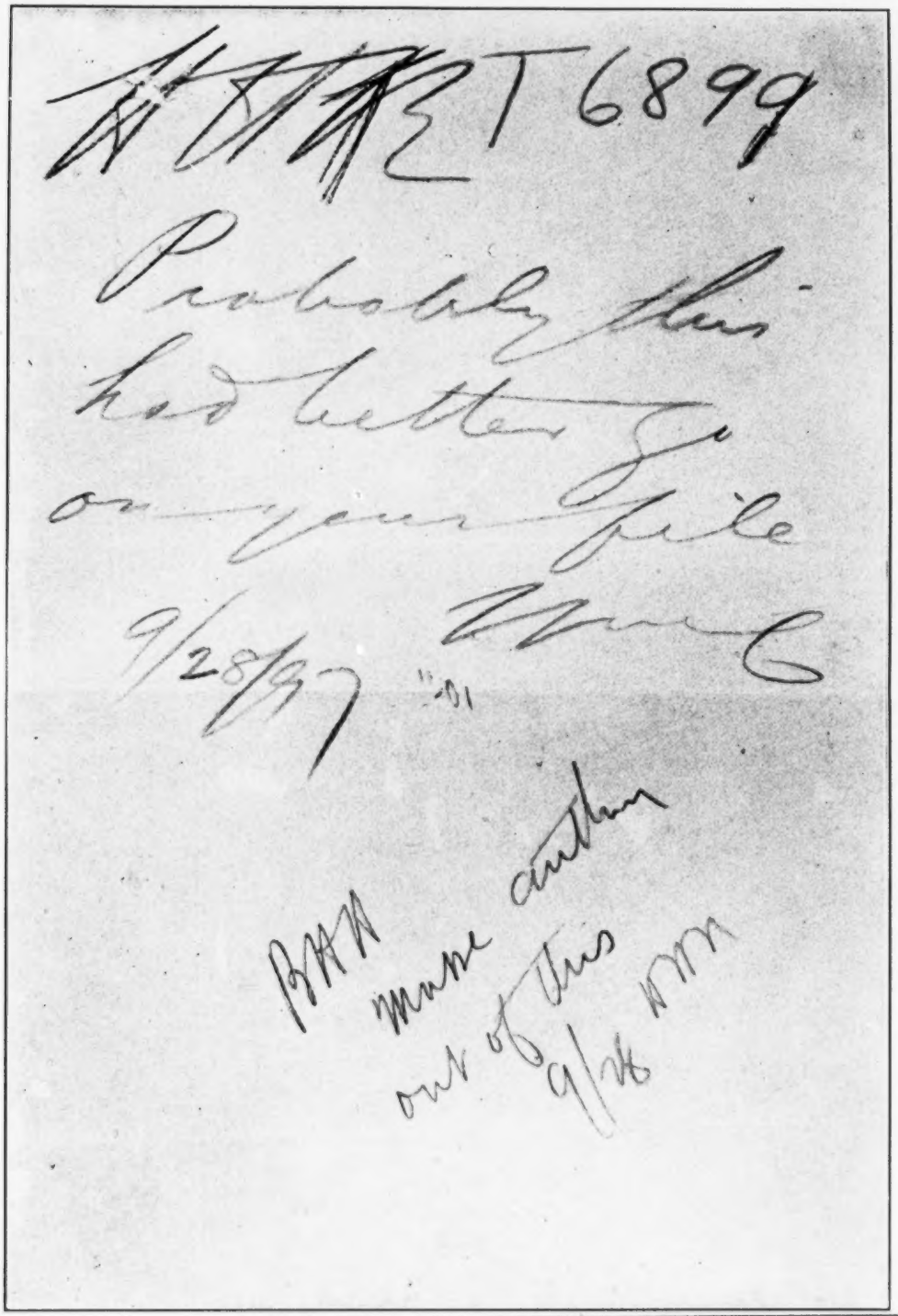

T.6899

Re-instate tariff
on Oil to
Grand Junction
Term.
C.P.U. 3 Dec. 1008 4
(Verbal Statement)
7/2/78

Issue Feb 9th Effective Feb 8th 78

2 copies to Statement.

PETITIONER'S EXHIBIT 1015.



PETITIONER'S EXHIBIT 1016.

To be posted.

S. T. N. 23484. This reference must be quoted on each Way-Bill.	I. C. C. No. A–114. (Superseding I. C. C. No. A–108.)	ERIE.

ERIE RAILROAD CO.

Operating the

N. Y., P. & O. R. R.

Joint Freight Tariff,

E. B. No. 191,

Superseding "Joint Freight" Tariff E. B. No. 187 (N. 22839), effective February 11, 1896, and Correction No. 1 (N. 23288), effective March 9, 1896.

Between the

ERIE RAILROAD COMPANY,

Operating the

N. Y., P. & O. R. R.

BOSTON & MAINE R. R.
CENTRAL R. R. OF NEW JERSEY.
DELAWARE & HUDSON R. R.
ELMIRA, CORTLAND & NORTHERN R. R.
FITCHBURG R. R.
FALL BROOK RY.
LEHIGH VALLEY R. R.
PHILADELPHIA & READING R. R.

Applying on

REFINED AND LUBRICATING OIL, CRUDE OIL OR PETROLEUM, PARAFFINE, TAR AND RESIDUUM PRODUCTS OF PETROLEUM, AND PETROLEUM PRODUCTS.

In Carloads Only

From

Corry, Pa., Reno, Pa., Franklin, Pa., Oil City, Pa., Cleveland, O., and Newburg, O.

To

COMMUNIPAW, BOSTON, PHILADELPHIA, ALBANY, ROCHESTER, HORNELLSVILLE, ELMIRA, BINGHAMTON, AND INTERMEDIATE POINTS.

Issued March 7, 1896. Taking Effect March 12, 1896.

Subject to Change upon Requisite Notice.

Under this tariff, when freight is to be loaded by consignor or unloaded by consignee, one dollar ($1.00) per car per day, or fraction thereof, for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property; except, however, when in conflict with rules of Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued by

GEO. G. COCHRAN,
Fourth Vice-President,
New York.

SAM P. SHANE,
General Freight Agent,
Cleveland, O.

This exhibit bears the following stamps:

Auditor's Office
Received
Mar 9 1906
221958
Interstate Commerce
Commission

Cancelled by I. C. C. No. A-3509
Effective Jany. 1, 190 7.

Written in ink on the margin of this exhibit is the following:
"The through rates on oil named in this tariff will not apply to points on the N. Y., N. H. & H. R. R."

[From page 2.]

For points off the ERIE R. R., taking ROCHESTER, HORNELLSVILLE, ELMIRA, BOSTON, PHILADELPHIA, BALTIMORE, and ALBANY rates, see Current Erie Despatch East Bound Billing Instructions, EXCEPT to points on BOSTON AND MAINE R. R., NOT SHOWN ON PAGE 6 and points on NEW YORK, NEW HAVEN & HARTFORD R. R., NEW ENGLAND R. R., and PHILADELPHIA, READING AND NEW ENGLAND R. R., to which points BOSTON RATES WILL NOT APPLY.

[From page 6.]

The following stations on the Boston & Maine R. R. will take rates as noted below:

Boston rates.

Amherst	Mass.	Harvard	Mass.	Rutland	Mass.
Ashuelot	N. H.	Hatfield	"	Smith's Ferry	"
Barre	Mass.	Hinsdale	N. H.	South Amherst	"
Belchertown	"	Hollis	"	South Bolton	"
Belmont	"	Holyoke	Mass.	South Boylston	"
Berlin	"	Hooksett	N. H.	South Deerfield	"
Bellows Falls	Vt.	Hudson	Mass.	South Lancaster	"
Bernardston	Mass.	Jeffersons	"	South Sudbury	"
Boylston	"	Keene	N. H.	South Vernon	Vt.
Brattleboro	Vt.	Lancaster	Mass.	Springfield	"
Brightwood	Mass.	Manchester	N. H.	Sterling Jct	Mass.
Charlestown	N. H.	Martins	"	Still River	"
Cherry Brook	Mass.	Mount Hermon	Mass.	Waltham	"
Chicopee	"	Mount Tom	"	Waverly	"
Chicopee Falls	"	Muschopauge	"	Wayland	"
Claremont	N. H.	Nashua	Mass.	Westminster	Vt.
Claremont Jct	"	New Braintree	Mass.	Westport	N. H.
Clinton	Mass.	Northampton	"	Weston	Mass.
Concord	N. H.	North Charlestown	N. H.	West Boylston	"
Deerfield	Mass.	North Hatfield	Mass.	West Rutland	"
Dummerston	Vt.	Oakdale	"	Whately	"
East Hampton	Mass.	Pepperell	"	Wheelwright	"
East Putney	Vt.	Putney	Vt.	Willimansett	"
Groton	Mass.	Quinapoxet	Mass.	Winchester	N. H.
Hadley	"	Rock Bottom	"	Windsor	Vt.

PETITIONER'S EXHIBIT 1017.

A–520.

FEB. 5TH, 1898.

Mr. F. P. JEFFRIES,
G. F. A., E. & T. H. R. R.,
Evansville, Ind.

DEAR SIR: I saw Mr. McClintock of the Standard Oil Co. yesterday. We arranged to make our proportional tariff on oil, Whiting and Dolton to Grand Junction, Tenn., to show no date of expiration. This, therefore, will cancel that part of my letter stating that tariff would expire Feb. 25th, 1898.

Yours very truly,

General Freight Agent.

PETITIONER'S EXHIBIT 1018.

A–520.

FEB. 3RD, 1898.

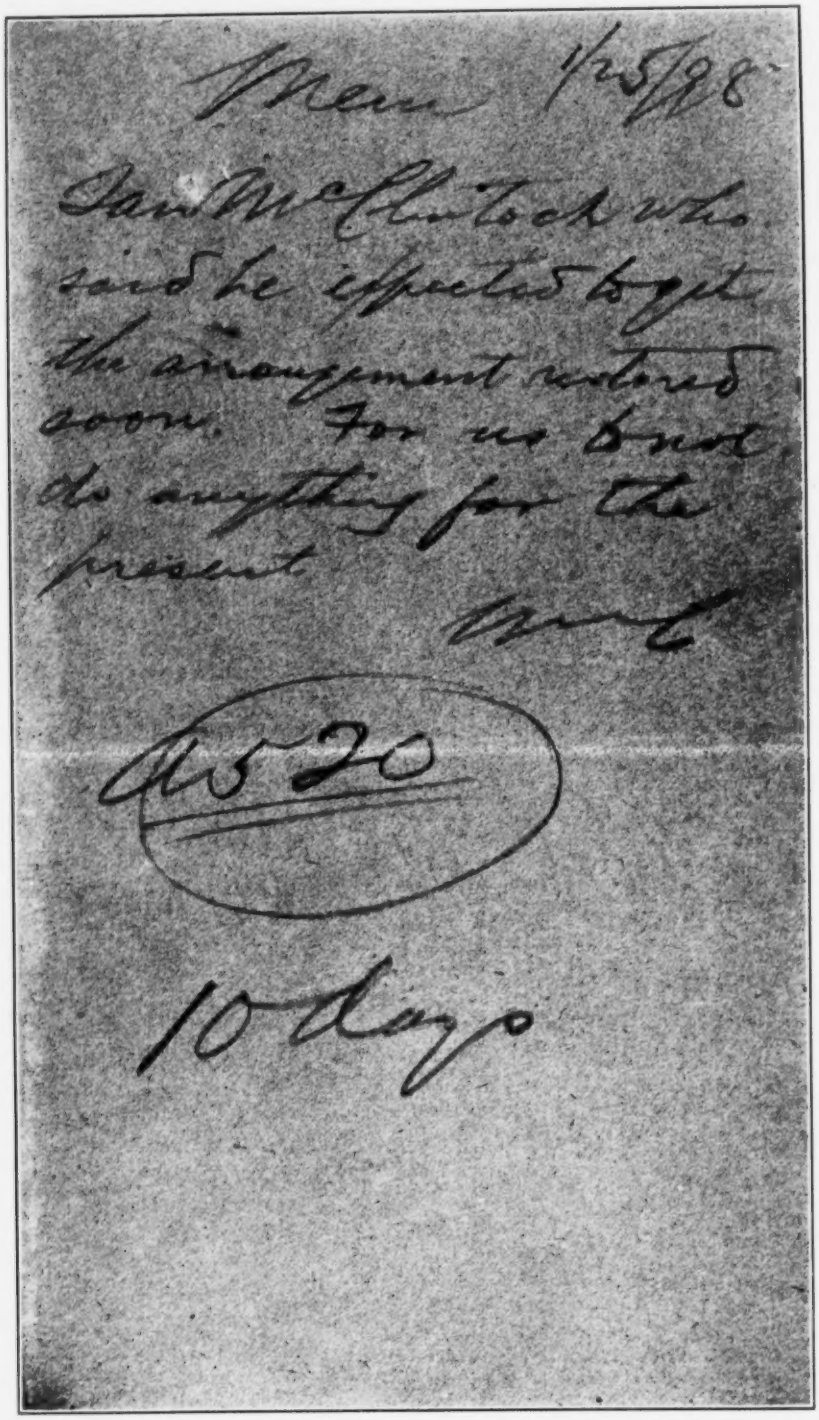
Mr. F. P. JEFFRIES,
G. F. A., E. & T. H. R. R.,
Evansville, Ind.

DEAR SIR: I have just seen Mr. McClintock of the Standard Oil Co. and he has requested us to reinstate our proportional rate of 13 cts. on oil from Whiting, Ind., to Grand Junction, Tenn. Rate will be issued to-day, effective the 8th instant, and will expire on the 25th instant, as we understand on March 1st the Southern Railway takes charge of the Memphis & Charleston. Will you please inform your president, Mr. Barlow.

Yours very truly,

General Freight Agent.

PETITIONER'S EXHIBIT 1019.


Mem 1/25/98
Sam Neff in to ask who said he expected to get the arrangement restored soon. For us to not do anything for the present
Mrt
A-520
10 days

PETITIONER'S EXHIBIT 1020.

WMC 1/24

McClintock called up and requested that no action be taken in regard to cancelling tariff to Grand Junction until he see you

A. J. C.

PETITIONER'S EXHIBIT 1021.

I. C. C. No. 388, canceling I. C. C. No. 333.

CHICAGO & EASTERN ILLINOIS RAILROAD.

FREIGHT DEPARTMENT.

Cancellation notice No. 330.

Effective February 1st, 1898, the following described tariff will be withdrawn and canceled.

C. & E. I. G. F. D. No. 10084, Joint Tariff, applying on Petroleum and its Products, C. L. from Dolton, Ill. to Grand Junction, Tenn., via Evansville & Terre Haute and Illinois Central R. Rs.

Notice to Interstate Commerce Commission by wire January 22nd, 1898.

CHICAGO, *January 22nd, 1898.*

Authy. A–520.

WM. CAMPBELL, *General Frt. Agt.*

S. J. COOKE, *Ass't Gen'l Frt. Agt., Chicago, Ill.*

H. H. RHODES, *Ass't. Gen'l. Frt. Agt.*

PETITIONER'S EXHIBIT 1022.

EVANSVILLE & TERRE HAUTE RAILROAD COMPANY.

SOUTHERN DESPATCH
C. & E. I.
E. & T. H.

EVANSVILLE & INDIANAPOLIS RAILROAD COMPANY, EVANSVILLE BELT RAILWAY COMPANY.

EVANSVILLE ROUTE

TRAFFIC DEPARTMENT.

F. P. JEFFRIES,
General Freight and Passenger Agent.
H. R. GRISWOLD,
Assistant General Freight and Passenger Agent.

NOTICE.—All rates quoted by this company are for immediate use, and are subject to change without notice other than required by law.

EVANSVILLE, IND., *1/24–98.*

Mr. WM. CAMPBELL,
G. F. A., C. & E. I. R. R.,
Chicago, Ill.

DEAR SIR: I have your personal letter Jany. 21st, File A–520. We will take up with the I. C. the question of prompt movement of the oil and will also give it proper attention upon our own line. I am obliged to you for the detailed information contained in your letter.

Yours truly,

F. P. JEFFRIES,
G.
G. F. A.

This letter bears the following stamp:

Chicago & Eastern Illinois R. R.
Chicago
Jan 25 1898
Office
General Freight Agent.

PETITIONER'S EXHIBIT 1023.

A 520
D. H. No. 233
CHICAGO, *Jan. 22nd, 1898.*

Hon. J. M. SMITH,
Auditor, Interstate Commerce Comm., Washington, D. C.

Refer to I. C. C. three hundred thirty-three, oil tariff, Dolton to Grand Junction, Tenn. Effective February first this tariff will be withdrawn and sums of local rates applied. Notice to you to-night.

WM. CAMPBELL,
C. & E. I. R. R.

PETITIONER'S EXHIBIT 1024.

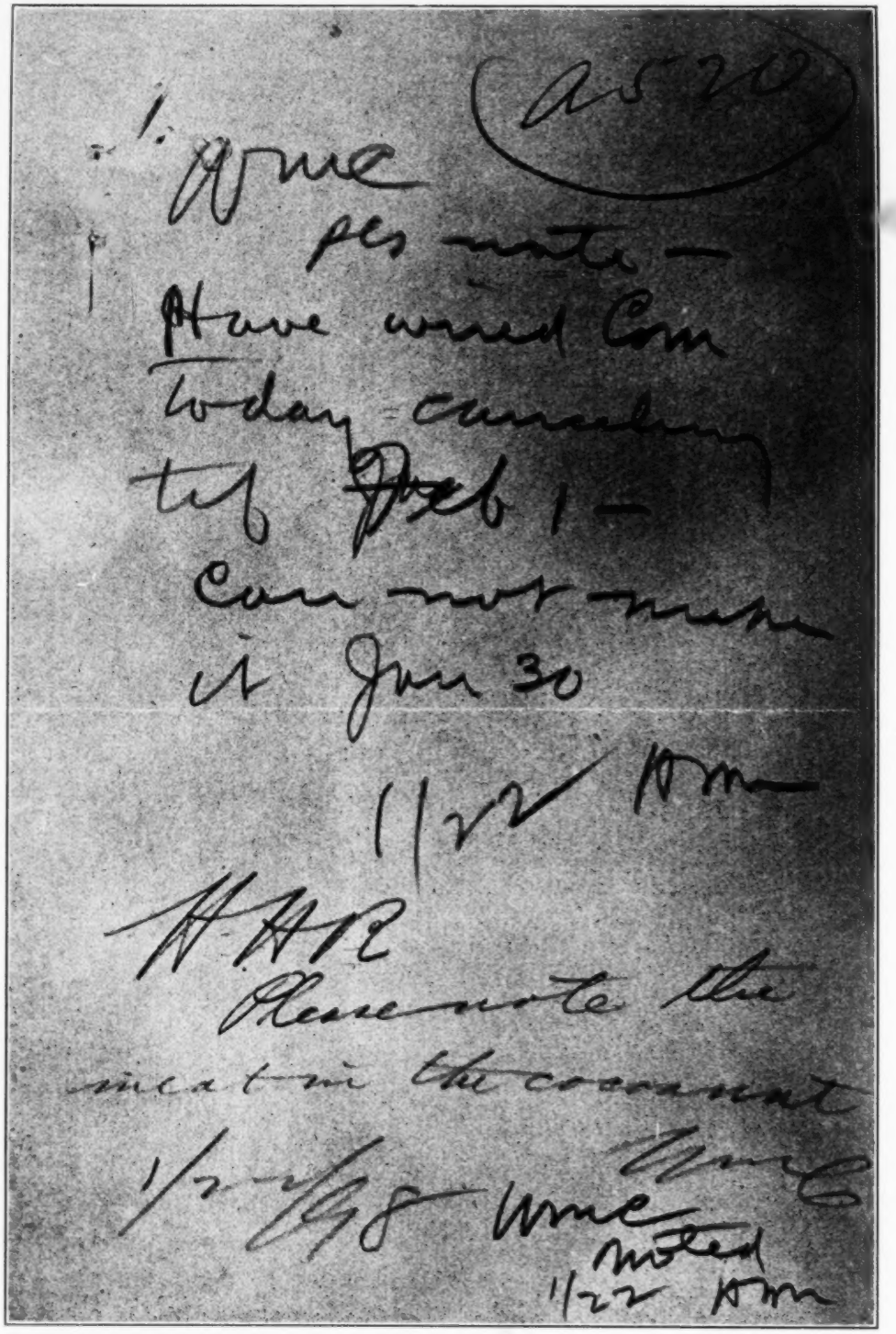
(A 520)

H. H. R.:

Please cancel proportional rates on oil, Whiting to Grand Junction, effective January 30th, 1898.

WM. C.
1/21/98.

PETITIONER'S EXHIBIT 1025.



PETITIONER'S EXHIBIT 1026.

[Postal Telegraph blank.]

Received at branch office. 4 Ch Ag G 30 Dh Dh Frank. Chicago.

LOUISVILLE, KY., *Jan. 21.*

WM. CAMPBELL,
C. & E. I. R. R.

Understand rate on oil Whiting to Grand Junction should be thirty-six cents effective Jan'y thirtieth, this being the lowest combination that can be figured and lower than regular class rate.

W. D. HURLBUT 8:20.

This telegram bears the following stamp:

Chicago & Eastern Illinois R. R.
Chicago
Jan 22 1898
Office
General Freight Agent.

PETITIONER'S EXHIBIT 1027.

A–526.

JAN. 21st, 1898.

Mr. E. P. BROUGHTON,
Gen'l Supt. Building.

DEAR SIR:—Will you please rush through any oil coming from Whiting that will be going to Grand Junction, or points on the Memphis & Charleston R. R., via Grand Junction, which you will receive between now and the 25th instant, as the oil must be at Grand Junction on January 30th at the very latest. There will in all probability be a very large movement. This is extremely important and if you can impress upon Mr. Corbett of the E. & T. H. the necessity of rushing it, we will be further obliged.

Yours very truly,

General Freight Agent.

PETITIONER'S EXHIBIT 1028.

A–520.

JAN. 21st, 1898.

Personal.]

Mr. F. P. JEFFRIES,

G. F. A., E. & T. H. R. R., Evansville, Ind.

DEAR SIR: I have just received the following telegram from Mr. Hurlbut, of the Illinois Central at Louisville, Ky.: "Present proportionate rate on oil Whiting to Grand Junction will be cancelled, taking effect 30th instant. Please be governed accordingly." I have seen Mr. McClintock of the Standard Oil Co. this afternoon and he informs me confidentially that the Louisville Southern takes charge of the Memphis & Charleston R. R. on Feb. 1st, and the business after that date will go forward via the Southern Railway and we will get none of it. In all probability Mr. Barlow is advised of this, but would suggest, as he and Mr. Page made the deal, it would be well to give him the information anyway. There will be a big movement of the oil from Whiting between now and the 28th to Grand Jct., and Mr. McClintock urges us to rush it through and have it at Grand Jct. not later than the 30th instant. I have taken the question up with our Genl. Supt. and suggested to him that he take it up further with Mr. Corbett. Will be glad if you will take it up with the Illinois Central people in Evansville.

Yours very truly,

_____

General Freight Agent.

PETITIONER'S EXHIBIT 1029.

Pass 233.

JAN. 21, 1898.

W. D. HURLBUT,

G. F. A., Ill. Cent. R. R., Louisville, Ky.

Your wire advising cancellation effective thirtieth of present proportionate rate on oil Whiting to Grand Junction; what divisions do you propose after that date?

WM. CAMPBELL.

PETITIONER'S EXHIBIT 1030.

[Postal telegraph blank.]

Received at branch office, Chicago.
3 CR RN MR 21. Paid.

LOUISVILLE, KY., 21.

WM. CAMPBELL,

Chgo.

Present proportionate rate on oil Whiting to Grand Jct. will be cancelled, taking effect 30th inst. Please be governed accordingly.

W. D. HURLBUT.

12 m.

PETITIONER'S EXHIBIT 1031.

Stand. Oil Co's Business via E., J. & E. & Chgo. Heights.[a]

22545[a]

AUGUST 17, 1897.

(A 520)[a]

Mr. L. L. HYDE,
A. G. F. A.,
Cincinnati.

DEAR SIR: Herewith I return your August 13th enclosing communication from freight accountant relative to Chicago Heights to E. St. Louis W. B. K–31 July 30th, car of naphtha from Whiting, Ind., billed prepaid—no through rate or divisions being shown. We have always handled business from Whiting via the C. & E. I. and Dalton under an arrangement between Ex-Vice-President Murray and Gen. Manager Carpenter, the property always being billed through prepay and the through rates and divisions settled between the auditors. The E., J. & E. have lately gotten a track into the Standard Oil Company's plant at Whiting and are handling all the business, it going via Chicago Heights instead of via Dalton. The charge is 50 cts. per car more than via the C. & C. T. and Dalton, but the C. & E. I. people are unable to control the routing or get the charge reduced. The same arrangement, however, as to through billing and audit settlement of through rates and divisions should apply on the business Chicago Heights and E., J. & E. as formerly applied via C. & C. T. and Dalton. Billing so made should therefore be passed until such time as the agreement between Messrs. Murray and Carpenter for handling via Dalton has been abrogated or modified. There is at Cincinnati a record of this arrangement.

Yours very truly,

PETITIONER'S EXHIBIT 1032.

JULY 23rd, 1897.
A–520.

Mr. H. A. RUBIDGE,
Auditor, Building.

DEAR SIR: The E., J. & E. will deliver us next week a train load of oil originating at Whiting, Ind., destined East St. Louis, billing the cars to Chicago Heights at $3.50 per car.

The oil should be handled at the same rate, and the same method should be observed as on the East St. Louis oil that has been coming to us via the Calumet Terminal at Dolton.

Per our conversation this morning, will you please instruct agent Chicago Heights how to handle this business? It should be routed via the Big Four at Shelbyville.

Yours truly,

A. G. F. A.

In pencil on the original exhibit is the following:
"Copy to E. P. B."

---

[a] Written in pencil on the original exhibit.

PETITIONER'S EXHIBIT 1033.

JULY 26th, 1897.
A–520.

Mr. H. A. RUBIDGE,
Auditor, Building.

DEAR SIR: Enclosed is a copy of a letter today written agent Chicago Heights, instructing him how to handle oil from the Standard Oil Co. destined East St. Louis.

The same rate and conditions govern these shipments as have applied to the oil coming to us at Dolton, except that the E., J. & E. will receive $3.50 per car instead of $3.00 allowed the Calumet Terminal.

We did not attempt to instruct Mr. Richards as to sending you tissue copies, etc., as we thought you would prefer to do this yourself.

Yours truly,

G. F. A.

PETITIONER'S EXHIBIT 1034.

JULY 26th, 1897.
A–520.

Mr. A. M. RICHARDS,
Commercial Agent,
Chicago Heights, Ill.

DEAR SIR: You will receive some oil from the Standard Oil Co., Whiting, Ind. via the E., J. & E., consigned to the Waters Pierce Oil Co., East St. Louis, Ill., and routed via Shelbyville and C., C., C. & St. L. Ry. The shipments will come to you billed at $3.50 per car, and you will please rebill them via Shelbyville, simply showing the weight and noting in the freight column the word "Prepaid" and showing no back charges. On the 1st and 15th of each month you will please send Mr. C. W. Hillard, Vice-President and Treasurer, a statement of your billing, also a relief claim for the E., J. & E. charges, and you will thereby get relief, Mr. Hillard collecting the charges from the Standard Oil Co.

You will probably receive full instructions from Auditor Rubidge as to the manner in which the statements must be made up.

Yours truly,

G. F. A.

OK C. W. HILLARD, *Treas.*

PETITIONER'S EXHIBIT 1035.

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

OFFICE OF THE SECRETARY AND AUDITOR

Ellsworth Building, 355 Dearborn St.,

H. A. RUBIDGE,
Secretary and Auditor.

CHICAGO, *July 24th, 1897.*

H. H. RHODES, Esq.,
Asst. Gen. Freight Agent.

DEAR SIR: I am in receipt of your letter of July 23rd (your A 520) in reference to the train load of oil originating at Whiting, Indiana, which we are to receive from the E. J. & E., destined to East St. Louis. This matter should be taken up by your department with our agent at Chicago Heights in the same manner in which you took up the instructions as to billing oil from Dolton Station. I would refer you to your letter dated October 24th, 1894, to the agent at Dolton, and also to your letter to me dated October 24th. As you issued full instructions in a former case, I do not see why this one should not be handled in the same manner.

Please send me a copy of your instructions when issued.

Yours truly,

H. A. RUBIDGE, *Auditor.*
G.

On this exhibit appears the following stamp:

Chicago & Eastern Illinois R. R.
Chicago
Jul. 26 1897
Office
General Freight Agent.

PETITIONER'S EXHIBIT 1036.

T. B. WESTGATE, *Treasurer.* W. E. TEEGE, *Secretary.*

AMERICAN OIL WORKS, LIMITED.

Refiners of Petroleum.

Pennsylvania Crude Oil Used Exclusively.

Headlight Oil.
Diamond Safety Oil.
Silver Star Oil.
Our Special Brand:
Sunlight Double
Refined Oil.

Naphtha,
Gasoline,
74° and 88°
Residum.

TITUSVILLE, PA., *May 26, 1905.*

J. E. DALRYMPLE, *Gen. Frt. Agt. C. V. Ry. Co.*
St. Albans, Vt.

DEAR SIR: We are large shippers of refined oil from Pennsylvania into New England and we find no through tariff from Titusville to points reached by the C. Vt. Ry. Co. lines, and we are anxious to have through rates made from here to points in Vermont and Canada touched by your lines. Can you not have put into effect some such ruling connecting with the B. & M. or the Rutland line? In absence of such connections and through billing instructions, will you please name us rate on oil carloads and less than carloads from Rouses Point, N. Y., to the following places in Vermont: Alburgh, Alburgh Springs, St. Albans, Enosburgh Falls, Richford, Essex Jct., Jonesville, Richmond, Waterbury, Montpelier, Barre, Northfield, Randolph. Also name us rates from White River Jct. in car lots and less to Randolph, Bethel, Northfield, Monpelier, Barre, Waterbury, Jonesville, Enosburg Falls, and think you may be able to give us less rate from White River Jct. to some of the points than from Rouses Point. In shipping oil in less than carload lots on your line, does third-class rate apply? Would also like your class rates from White River Jct. and Rouses Point to the above-named points. Kindly give us this information at an early date, and oblige,

Yours very truly,

AMERICAN OIL WORKS, LIMITED.
Per T. B. WESTGATE, *Treasurer.*

Rouses Pt.
W. R. Jct.

PETITIONER'S EXHIBIT 1037.

Table of comparative rates upon various commodities, in carloads, from Pittsburgh, Pa., and from Chicago, Ill., to East St. Louis, Ill., showing the revenue per ton per mile for the longer haul to be less than for the shorter.

[Rates in cents per hundred pounds.]

Commodities.	Rates.		Revenue per ton per mile.	
	From Pittsburgh.	From Chicago.	From Pittsburgh.	From Chicago.
Agricultural implements	22½	15	.73	1.07
Beer	22½	14	.73	1.00
Ginger ale	22½	15	.73	1.07
Sal soda	13½	8	.44	.57
Soda ash	13½	8	.44	.57
Sulphate of soda	13½	10	.44	.71
Bicarbonate of soda	15½	15	.51	1.07
Copperas	15½	16.6	.51	1.18
Calcium chloride	15½	17.6	.51	1.25
Epsom salts	13¾	10	.44	.71
Beet pulp	13	15.1	.42	1.07
Kaolin	15½	17.6	.51	1.25
Pyrites	16½	10.7	.54	.76
Baskets	22½	17.6	.73	1.25
Binding twine	18½	16.6	.60	1.18
Electrical machinery	22½	13	.73	.93
Paper, building	18½	10	.60	.71
Rags	18½	13½	.60	.96
Strawboard	18½	15.1	.60	1.07
Sad irons	22½	15	.73	1.07
School desk castings	26	18	.85	1.28
Brooms	48½	25	1.58	1.78
Pianos and organs	55½	35.2	1.81	2.51
Lead, red and white	18½	12	.60	.85
Leather	26	15	.85	1.07
Seeds, clover and timothy	22½	13	.73	.93
Woodenware	26	14	.85	1.00
Baking powder	26	15	.85	1.07
Crushed carbon	26	21	.85	1.49
Curry-combs	37	22	1.21	1.57
School furniture	26	18	.85	1.28
Fire works and fire crackers	55½	47	1.81	3.34
Linoleum	26	15	.85	1.07
Rope	22½	14	.73	1.00
Sulphate of iron	15½	8	.51	.57
Bed springs	22½	17.6	.73	1.25
Wine, in wood	26	22	.85	1.57

The above rates were taken from the same tariffs as referred to in Defendant's Exhibit 182, using the same distances, viz: 613 miles from Pittsburgh and 281 miles from Chicago.

PETITIONER'S EXHIBIT 1038.

Rates on crude and fuel oil, crude naphtha, crude and refined petroleum, and products of petroleum, such as lubricating oil, benzine, naphtha, gasoline, or paraffine, in wood or tank cars, carloads, from Buffalo and Rochester, N. Y., to Boston, Mass.

[Rates in cents per hundred pounds.]

Date effective.	From Buffalo.	From Rochester.	Tariff reference.
January 2, 1896	18½	16	N. Y. C. & H. R. R. Co. (J. T. 627), I. C. C. 2459.
July 14, 1906	18½	16	" (A 4969), I. C. C. "B," 446
October 1, 1906	18½	16	" (A 5209), I. C. C. "B," 467
January 1, 1907	17	16	" (A 5717), I. C. C. "B," 513
September 14, 1907	17	16	" (A 7225), I. C. C. "B," 643

PETITIONER'S EXHIBIT 1039.

	Rate or proportion.	Distance.	Rate per ton mile.
	Cents per 100 lbs.	*Miles.*	*Cents.*
Olean to Rochester	2.8	106	0.5
Bradford to Rochester—Penna. R. R.'s proportion of rate Bradford to Cape Vincent, Morristown, Ogdensburg, Clayton, Watertown, and Norwood (rate, 26½c.; proportion, 33.38%; prior to 1904, 26.17%)	[a] 6.9 [b] 8.8	128	[a] 1.0 [b] 1.3
Warren to Rochester—Penna. R. R.'s proportion of rate Warren to points last named (rate, 26½c.; proportion, 33.38%)	8.8	167	1.0
Olean to Buffalo	3.2	70	0.9
Titusville to Buffalo—Penna. R. R.'s proportion of rate Titusville to Cape Vincent, Morristown, Ogdensburg, Clayton, Watertown, and Norwood (rate, 26½c.; proportion, 22.12%)	5.9	121	0.9

[a] Prior to 1904. [b] In 1904 and 1905.

PETITIONER'S EXHIBIT 1040.

Rec'd 11.30 a. m. Jany. 16/09. J. S. F.

UNITED STATES OF AMERICA, *Northern District of Illinois.* } *ss.*

The United States of America.

To J. S. Ford, individually, and as auditor of the Chicago and Eastern Illinois Railroad Company, GREETING:

WE COMMAND YOU that, all business and excuses being laid aside, that you attend before the Hon. Franklin Ferriss, special examiner, duly appointed as such in the case of the United States of America vs. the Standard Oil Company of New Jersey et al., at the room usually occupied by Judge Peter S. Grosscup, circuit judge, in the Federal Building, in the city of Chicago, in said district, on the nineteenth day of January, 1909, at 10.30 o'clock in the forenoon, to testify before said examiner taking testimony in a certain case now pending in the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of the State of Missouri, wherein the United States of America is petitioner and the Standard Oil Company of New Jersey et al. are defendants, on the part of the petitioner, and that you also diligently and carefully search for and inquire after and bring with you and produce at the time and place aforesaid the originals, or copies thereof, of all of the way bills, freight-forwarded abstracts, freight-received abstracts, and other documents relating to the shipment of petroleum and its products by the Standard Oil Company of Indiana from Whiting, Indiana, and from Dolton, Illinois, and from Chicago, Illinois, to East St. Louis, Illinois, and to St. Louis, Missouri, over the lines of the Chicago and Eastern Illinois Railroad Company and its connections, from January 1, 1892, to January 1, 1901; and also all of the collection vouchers and statements of billing, or copies thereof, and other documents showing or tending to show the collection of the freight charges on such shipments from the Standard Oil Company and the manner of such collection during the period last above stated. And this you will in no wise omit under penalty of the law.

To the marshal of the Northern District of Illinois to execute and return in due form of law.

Witness the Hon. MELVILLE W. FULLER, Chief Justice of the United States of America, at Chicago, in said district, this 15th day of January, A. D. 1909, and of our Independence the 133rd year.

[SEAL.] H. H. STODDARD, *Clerk.*

Copy.
J. S. Ford.

PETITIONER'S EXHIBIT 1041.

Export deliveries of refined oil, seaboard refineries.

Year.	Total S. W.		Total W. W.		Grand total.	
	Gallons.	Avg. price.	Gallons.	Avg. price.	Gallons.	Avg. price.
1895	395,233,421	4.27	38,528,933.5	5.84	433,762,354.5	4.41
1896	447,378,991	4.04	44,758,447	5.77	492,137,438	4.20
1897	462,399,950.5	3.10	52,598,951.5	4.68	514,998,902	3.35
1898	446,480,089	3.53	54,935,834	4.97	501,415,923	3.69
1899	435,765,954	5.01	53,050,063	6.29	488,816,017	5.14
1900	422,533,519.5	5.65	49,429,695	6.96	471,963,214.5	5.73
1901	443,616,437.5	4.68	56,940,029.5	5.60	500,556,467	4.79
1902	410,174,775.5	4.70	63,023,845	5.71	473,198,620.5	4.82
1903	364,752,740	5.84	59,929,061.5	7.39	424,681,801.5	6.06
1904	348,869,342	5.28	56,819,940	6.81	405,689,282	5.49
1905	440,693,067	4.10	70,852,965	5.68	511,546,032	4.32
1906	433,395,434	4.48	67,120,169	6.14	500,515,603	4.70

PETITIONER'S EXHIBIT 1042.

Average price received for export deliveries by seaboard refineries.

YEAR 1903.

Month.	S. W. 110/115.	S. W. 120.	S. W. 130.	W. W. 131/155.	W. W. 160 & over.	Astral.	Miscellaneous.
January	5.61	5.90	6.96	7.20	5.57	8.67	.....
February	5.64	5.69	6.76	7.07	.....	8.70	.....
March	5.63	5.81	6.98	7.11	12.78	8.70	.....
April	5.60	5.83	5.73	7.12	7.06	.....	11.68
May	5.62	5.82	7.05	7.11	7.07	.....	.....
June	5.62	5.82	5.76	7.10	7.07	.....	12.15
July	5.62	5.80	6.97	7.12	7.07	.....	.....
August	5.62	5.78	6.63	7.11	7.07	.....	.....
September	5.62	5.81	5.86	7.11	7.15	.....	.....
October	5.79	6.56	6.90	7.72	7.19	8.76	.....
November	6.23	7.07	8.44	9.55	7.21	12.05	.....
December	6.52	7.27	6.18	9.68	.....	15.54	.....

YEAR 1904.

	S. W. 110/115.	S. W. 120.	S. W. 130.	Petrolite.	W. W. 121/130.	W. W. 131/155.	W. W. 160 & over.	Astral.	Miscellaneous.
Jan	6.18	6.59	6.50	.....	.....	8.19	15.21	11.32	.....
Feb	6.07	6.57	8.77	.....	.....	7.94	.....	11.96	.....
Mar	5.76	6.35	6.79	.....	.....	7.97	7.85	.....	12.30
Apr	5.51	5.75	7.51	.....	6.70	7.31	7.52	10.51	.....
May	5.23	5.49	6.97	.....	.....	6.75	6.72	10.26	.....
June	5.08	5.32	5.57	4.01	.....	6.58	6.72	10.31	12.09
July	4.84	5.14	7.07	4.04	.....	6.43	6.53	11.03	11.96
Aug	4.78	5.00	6.78	3.84	.....	6.39	6.22	9.78	.....
Sep	4.90	5.09	6.99	3.81	.....	6.41	6.43	9.93	11.98
Oct	4.97	5.23	7.03	3.90	.....	6.51	.....	10.03	11.36
Nov	5.00	5.22	5.15	4.09	.....	6.48	.....	.....	11.56
Dec	4.94	5.24	7.04	4.10	.....	6.50	6.38	10.08	.....

YEAR 1905.

	S. W. 110/115.	S. W. 120.	S. W. 130.	S. W. 131/155.	Petrolite.	W. W. 131/155.	W. W. 160 & over.	Astral.	Miscellaneous.
Jan	4.64	4.76	6.60	.....	3.83	6.09	.....	9.50	.....
Feb	4.32	4.60	6.36	.....	3.53	5.90	.....	9.38	.....
Mar	4.30	4.50	5.33	.....	3.51	5.79	.....	9.47	.....
Apr	4.14	4.40	6.36	4.00	3.31	5.58	.....	8.90	10.76
May	4.00	4.29	6.24	.....	3.15	5.51	.....	9.08	.....
June	3.97	4.24	4.15	4.18	3.07	5.29	5.55	9.02	.....
July	3.99	4.13	3.93	.....	3.07	5.47	5.58	8.99	10.76
Aug	3.97	4.26	5.99	.....	2.98	5.48	5.44	8.95	10.41
Sept	4.12	4.37	4.30	.....	3.22	5.58	5.43	9.21	.....
Oct	4.18	4.78	7.02	.....	3.28	5.88	5.64	9.13	10.41
Nov	4.46	4.96	6.88	.....	3.44	6.08	5.43	9.22	.....
Dec	4.63	4.72	4.80	.....	3.53	5.99	6.48	9.73	.....

YEAR 1906.

	S. W. 110/115.	S. W. 120.	S. W. 130.	S. W. 131/155.	Petrolite.	W. W. 131/155.	W. W. 150 & over.	Astral.	Miscellaneous.
Jan	4.68	4.77	4.83	.....	3.81	6.30	6.12	9.74	.....
Feb	4.68	4.89	6.97	.....	3.87	6.16	13.00	7.47	11.20
Mar	4.67	4.93	6.89	5.45	4.10	6.27	6.14	9.58	.....
Apr	4.67	4.93	4.80	5.45	4.23	6.19	6.40	9.75	11.11
May	4.67	4.86	4.84	.....	4.18	6.29	.....	9.67	.....
June	4.66	4.94	4.80	.....	4.23	6.23	6.25	9.67	11.31
July	4.66	4.69	6.92	.....	4.38	6.38	6.12	7.55	.....
Aug	4.52	4.72	4.80	.....	4.26	6.19	6.04	9.45	.....
Sept	4.40	4.65	4.50	.....	4.00	5.97	.....	9.27	.....
Oct	4.37	4.64	4.96	.....	4.06	6.07	5.82	9.38	.....
Nov	4.37	4.67	5.26	.....	4.05	5.90	7.93	9.18	.....
Dec	4.38	4.63	4.79	.....	3.98	6.06	5.82	9.27	.....

PETITIONER'S EXHIBIT 1043.

Crude oil, production by districts, years 1902 to 1906.

[Bbls. of 42 gallons.]

Year.	Pennsylvania oil.			Lima oil.			Illinois oil.			Kansas, I. T., & Okla. oil.		
	S. O. Co.	Other	Total.	S. O. Co.	Other.	Total.	S. O. Co.	Other.	Total.	S. O. Co.	Other.	Total.
	Bbls.	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*
1902	9,860,439	22,087,083	31,947,522	7,772,708	15,576,230	23,348,939				93,049	275,800	368,849
1903	9,324,856	22,169,013	31,493,869	7,731,807	16,286,409	24,018,216				75,594	995,531	1,071,125
1904	9,173,146	22,163,732	31,336,878	7,443,477	17,223,842	24,667,319				116,136	5,501,391	5,617,527
1905	8,203,269	21,174,104	29,377,373	6,563,993	15,894,028	22,458,021	28,368	152,716	181,084	212,678	12,078,605	12,291,283
1906	7,154,149	20,587,702	27,741,851	5,528,569	12,050,333	17,578,902	1,117,513	3,801,091	4,918,604	190,823	21,943,771	22,134,594

	Texas.			Louisiana.			California.			Other fields.	Total.		
	S. O. Co.	Other.	Total.	S. O. Co.	Other.	Total.	S. O. Co.	Other.	Total.	Total.	S. O. Co.	Other.	Total.
	Bbls.	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*	*Bbls.*
1902		18,083,658	18,083,658		548,617	548,617	[a] 125,000	13,859,268	13,984,268	412,726	17,851,196	70,843,382	88,694,578
1903		17,955,572	19,955,572		917,771	917,771	129,794	24,252,678	24,382,472	503,909	17,262,051	83,080,883	100,342,934
1904		22,241,413	22,241,413		6,123,876	6,123,876	121,609	29,527,825	29,649,434	529,099	16,854,368	103,311,178	120,165,546
1905		30,054,210	30,054,210		10,591,650	10,591,650	97,359	34,200,682	34,298,041	394,309	15,105,667	124,540,304	139,645,971
1906		12,665,527	12,665,527		7,106,338	7,106,338	61,059	32,562,170	32,623,229	400,000	14,052,113	111,116,932	125,169,045

[a] Estimated.

PETITIONER'S EXHIBIT 1044.

Crude oil production, years 1890 to 1905. World's production excluding the U. S.

(Barrels of 42 gallons.)

Year.	Russia.	Sumatra.	Java.	Borneo.	Austria-Hungary.	Roumania.	Scotland.	India.	Japan.	Germany.	Canada.	France.	Peru (est.).	Italy.	Other countries.[a]	Total.
1890....	29,195,255	.....	13,219	.....	659,012	383,227	2,212,250	140,888	51,420	108,296	829,316	91,025	100,000	2,998	200,000	33,986,906
1891....	36,342,078	.....	37,704	.....	630,732	488,201	2,361,119	175,328	52,917	108,929	892,271	102,242	100,000	8,305	200,000	41,499,826
1892....	40,860,240	68,906	118,019	.....	646,220	593,175	2,089,937	249,295	68,901	101,404	1,012,729	86,280	100,000	18,321	200,000	46,213,427
1893....	38,971,597	191,129	131,458	.....	692,669	535,655	1,956,520	295,994	79,064	99,391	1,064,855	85,363	100,000	19,068	200,000	44,422,763
1894....	35,700,126	496,039	215,585	.....	949,146	507,255	1,986,385	327,169	130,516	122,564	944,841	84,986	100,000	20,520	200,000	41,791,732
1895....	45,289,983	635,357	371,066	.....	1,452,999	507,000	2,246,865	371,830	141,310	121,277	898,056	97,838	100,000	25,841	200,000	52,459,422
1896....	49,633,252	881,672	574,336	.....	2,443,080	600,000	2,419,525	430,203	197,082	145,061	871,626	82,379	100,000	18,149	200,000	58,596,365
1897....	57,498,303	2,173,803	692,845	.....	2,226,368	850,000	2,223,745	546,538	218,559	165,745	809,199	81,966	100,000	13,892	200,000	67,800,963
1898....	62,059,637	2,663,476	709,685	46,249	2,376,108	1,350,000	2,137,993	542,068	265,389	183,427	750,000	69,700	100,000	14,489	200,000	73,468,221
1899....	66,444,091	1,301,017	784,408	236,145	2,313,047	1,875,000	2,210,824	940,971	521,847	192,232	704,794	56,945	150,000	16,121	200,000	77,948,042
1900....	75,677,667	2,404,151	784,426	532,357	2,346,505	1,875,000	2,282,221	1,078,264	866,814	358,297	692,650	88,899	160,000	12,102	200,000	89,359,353
1901....	85,136,165	3,555,203	798,504	700,000	3,251,544	2,025,000	2,354,356	1,430,716	1,110,790	313,630	572,416	86,710	125,000	16,150	200,000	101,676,184
1902....	80,509,462	3,252,077	737,432	858,200	4,142,159	2,325,000	2,107,534	1,617,363	1,197,800	353,674	519,845	93,727	100,000	18,933	200,000	98,033,206
1903....	75,551,256	3,933,756	817,839	882,000	5,234,475	3,072,000	2,006,921	2,510,259	1,203,581	445,818	481,504	90,456	100,000	17,876	200,000	96,547,741
1904....	78,536,655	4,648,810	954,040	2,000,040	5,947,383	3,976,000	2,331,885	3,385,468	1,411,975	637,332	552,575	95,070	100,000	25,476	200,000	104,802,709
1905....	54,960,270	4,526,862	959,423	2,438,150	5,765,317	4,420,987	2,704,987	4,137,098	1,341,157	560,963	634,095	77,307	100,000	25,000	200,000	82,851,616

[a] Estimated.

NUMERICAL INDEX OF PETITIONER'S EXHIBITS.

(For alphabetical index, see pp. 226 to 285.)

Exhibit No.	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
1	List of securities owned and held by Standard Oil Co. of New Jersey, Sept. 14, 1907, with date of acquisition and source from which acquired.	Fay.....	1	33	7	3
	Standard Oil Co. of New Jersey, balance sheet.					
2	1899.....	.....do.....	1	38	7	6
3	1900.....	.....do.....	1	38	7	9
4	1901.....	.....do.....	1	38	7	12
5	1902.....	.....do.....	1	38	7	15
6	1903.....	.....do.....	1	38	7	18
7	1904.....	.....do.....	1	38	7	21
8	1905.....	.....do.....	1	38	7	24
9	1906.....	.....do.....	1	38	7	28
10	Standard Oil Co. of New Jersey, general financial results, capital, net assets, profits, dividends, etc., 1899–1906.	.....do.....	1	40–45	7	32
11	List of stocks owned by subsidiary companies of the Standard Oil Co.	.....do.....	1	48	7	33
12	Gross assets, liabilities and profits of subsidiary companies as reported to the Standard Oil Co. of New Jersey, 1899–1906.	.....do.....	1	52	7	36
13	Statement of the C. M. Pratt Investment Account.	.....do.....	1	52	7	48
14	Explanation of account under heading "Central Trust Co. trust certificates."	.....do.....	1	56	7	49

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
15	Statement of stocks acquired by the Standard Oil Co. and covered by contingent account in balance sheet of 1905.	Fay	1	56	7	50
16	Capital, dividends, and profits of 17 subsidiary companies, 1903 and 1906.	do	1	59–60	7	51
17	Amount of stock acquired by the Standard Oil Co. during years 1899, 1900, 1901, and 1904, respectively, in the 20 companies whose stocks had been held by Standard Oil trustees after 1892.	do	1	63	7	52
18	Officers and directors of Standard Oil Co. of New Jersey and subsidiary companies, 1907.	Pratt	1	93	7	53
19	Stockholders of Standard Oil Co. of New York entitled to vote at meeting of Jan. 7, 1896.	W. H. Tilford	1	135	7	86
20	Votes cast for directors of the Standard Oil Co. of New York, Jan. 7, 1896.	do	1	135	7	87
21	List of companies transferred Dec. 31, 1905, from National Transit Co. to Standard Oil Co. of New Jersey.	do	1	161	7	88
22	No exhibit corresponding to this number.					
23	Opinion of the court of Crawford County (Pa.) in Tide Water Pipe Co. *v.* Satterfield, 1883.	Benson	1	206	7	89
24	List of stock holdings in the Tide Water Pipe Co. (Ltd.), 1906.	do	1	209	7	101
25	List of stock holdings in the Tide Water Pipe Co. (Ltd.), Sept. 11, 1907.	do	1	209	7	103
26	List of stock holdings in the Tide Water Oil Co., Sept. 11, 1907.	do	1	209	7	104
27	Letter of National Transit Co. to Tide Water Pipe Co., Feb. 26, 1891, concerning cancellation of contracts of 1883 and 1886.	do	1	216	7	106

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
28	Agreement between National Transit Co. and Tide Water Pipe Co., May 13, 1890.	Benson.....	1	216	7	107
29	Cancellation, dated Nov. 17, 1890, of agreement of 1883 between National Transit Co. and Tide Water Pipe Co.	.....do.....	1	222	7	108
29½	Articles of Incorporation of Manhattan Oil Co. and amendments thereto.	Brady.....	1	232	7	109
30	Agreement between People's Gaslight and Coke Co. and Standard Oil Co. for sale of gas oil.	.....do.....	1	239	7	112
31-A	Capitalization of subsidiary companies of Standard Oil Co.	.....	1	283	7	114
31-B	Par value of shares of subsidiary companies of Standard Oil Co.	.....	3	1418	7	116
32	Contract between the Indianapolis Gas Co. and Manhattan Oil Co. for sale of gas oil.	.....	1	283	7	117
33	Statement regarding stock interests of Standard Oil Co. in Waters-Pierce Oil Co.	.....	1	283	7	118
34	Memorandum of items in balance sheet of National Transit Co. under heading "C. N. Payne and H. C. Folger, jr."	Folger.....	1	288	7	119
35	Articles of copartnership between J. S. Cullinan, C. N. Payne, and H. C. Folger, jr., operating under name of J. S. Cullinan & Co.	.....do.....	1	298	7	120
36	Agreement for the withdrawal of J. S. Cullinan from the firm of J. S. Cullinan & Co.	.....do.....	1	299	7	122
37	Agreement between C. N. Payne and H. C. Folger, jr., operating under name of C. N. Payne & Co., and J. S. Cullinan.	.....do.....	1	299	7	123
38	Agreement changing name of J. S. Cullinan & Co. to Corsicana Refining Co.	.....do.....	1	299	7	123
39	Schedule of tariffs filed with the Interstate Commerce Commission by pipe-line companies.	Crossland....	1	307	7	124

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
40	Tariff of Buckeye Pipe Line Co., Lima, Ohio, to Unionville, N. Y.	Crossland....	1	309	7	130
41	Tariff of Buckeye Pipe Line Co., Lima, Ohio, to Centerbridge, Pa.	.....do.....	1	309	7	132
42	Tariff of Buckeye Pipe Line Co., points in Ohio to Philadelphia.	.....do.....	1	309	7	134
43	Tariff of Cumberland Pipe Line Co., Licking River, Kentucky, to Centerbridge, Pa.	.....do.....	1	309	7	136
44	Tariff of Eureka Pipe Line Co., points in West Virginia to Centerbridge, Pa.	.....do.....	1	309	7	138
45	Tariff of Indiana Pipe Line Co., Griffith, Ind., to Unionville, N. Y.	.....do.....	1	309	7	140
46	Tariff of Indiana Pipe Line Co., Preble, Ind., to Unionville, N. Y.	.....do.....	1	309	7	142
47	Tariff of National Transit Co., Nedsky, Pa., to Philadelphia.	.....do.....	1	310	7	144
48	Tariff of National Transit Co., Duke Center, Emerson, and Kane, Pa., to Olean, N. Y.	.....do.....	1	310	7	146
49	Tariff of South West Pennsylvania Pipe Lines, points in Pennsylvania to Centerbridge, Pa.	.....do.....	1	310	7	148
50	Map of the principal trunk pipe lines in and from the Appalachian, Lima-Indiana, Illinois, and Mid-Continent oil fields.	Payne.....	1	355	7	Facing 150
51	Same as petitioner's Exhibit 82.					
52	Same as petitioner's Exhibit 81.					
53	Same as petitioner's Exhibit 80.					
54	Same as petitioner's Exhibit 79.					
55	Same as petitioner's Exhibit 78.					
56	Same as petitioner's Exhibit 77.					
57	Same as petitioner's Exhibit 76.					
58	Same as petitioner's Exhibit 75.					

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
	Buckeye Pipe Line Co.: Balance sheet and profit and loss account:					
59	1899	Chesebro	1	387	7	151
60	1900	do	1	387	7	153
61	1901	do	1	387	7	154
62	1902	do	1	387	7	156
63	1903	do	1	387	7	158
64	1904	do	1	387	7	160
65	1905	do	1	387	7	162
66	1906	do	1	387	7	164
	Southern Pipe Line Co.: Balance sheet and profit and loss account:					
67	1899	do	1	388	7	165
68	1900	do	1	388	7	166
69	1901	do	1	388	7	167
70	1902	do	1	388	7	168
71	1903	do	1	388	7	169
72	1904	do	1	388	7	170
73	1905	do	1	388	7	171
74	1906	do	1	388	7	172
	Indiana Pipe Line Co.: Balance sheet and profit and loss account:					
75	1899	do	1	381	7	173
76	1900	do	1	381	7	174
77	1901	do	1	381	7	175
78	1902	do	1	381	7	176
79	1903	do	1	381	7	177
80	1904	do	1	381	7	178
81	1905	do	1	381	7	179
82	1906	do	1	381	7	180
83	Crescent Pipe Line Co.: Balance sheet and profit and loss account, 1906.	do	1	386, 395	7	181

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
84	Eureka Pipe Line Co.: Balance-sheet and profit and loss account: 1899	Chesebro	1	386, 394	7	182
85	1900	do	1	386, 394	7	183
86	1901	do	1	386, 394	7	184
87	1902	do	1	386, 394	7	185
88	1903	do	1	386, 394	7	186
89	1904	do	1	386, 394	7	187
90	1905	do	1	386, 394	7	188
91	1906	do	1	386, 394	7	189
92	Northern Pipe Line Co.: Balance sheet and profit and loss account: 1899	do	1	386, 394	7	190
93	1900	do	1	386, 394	7	191
94	1901	do	1	386, 394	7	192
95	1902	do	1	386, 394	7	193
96	1903	do	1	386, 394	7	194
97	1904	do	1	386, 394	7	195
98	1905	do	1	386, 394	7	196
99	1906	do	1	386, 394	7	197
100	South West Pennsylvania Pipe Lines: Balance sheet and profit and loss account, 1906.	do	1	386, 395	7	198

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
	New York Transit Co.: Balance sheet and profit and loss account:					
101	1899	Chesebro	1	386, 392	7	199
102	1900	do	1	386, 392	7	200
103	1901	do	1	386, 392	7	201
104	1902	do	1	386, 392	7	202
105	1903	do	1	386, 392	7	203
106	1904	do	1	386, 392	7	204
107	1905	do	1	386, 392	7	205
108	1906	do	1	386, 392	7	206
	National Transit Co.: General balance sheet and profit and loss account of, including subsidiary companies:					
109	1899	do	1	386, 395	7	207
110	1900	do	1	386, 395	7	210
111	1901	do	1	386, 395	7	213
112	1902	do	1	386, 395	7	217
113	1903	do	1	386, 395	7	221
114	1904	do	1	386, 395	7	225
115	1905	do	1	386 395	7	229
116	1906	do	1	386, 395	7	232
	Galena Signal Oil Co.:					
117	List of railroads under contract in 1904 and 1905.	Steinbrenner	1	413	7	235

Exhibit No.	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
	Galena Signal Oil Co.—Continued.					
118	Contracts with Baltimore & Ohio R. R., and correspondence relating thereto.	Steinbrenner.	1	417	7	240
119	Contracts with Boston & Maine R. R.	.....do.....	1	423	7	253
120	Contracts with Wisconsin Central Ry.	.....do.....	1	423	7	258
121	Contract between Swan & Finch Co. and the Maine Central R. R. for lubrication.	.....do.....	1	423	7	262
122	Contract with Chicago & Northwestern Ry.	.....do.....	1	423	7	264
123	Contract with Chicago, Milwaukee & St. Paul Ry.	.....do.....	1	423	7	267
124	Contracts with Erie R. R.....	.....do.....	1	423	7	270
125	Contract with Pennsylvania Co., June 9, 1905.	.....do.....	1	423	7	276
126	Contract with Pittsburg, Cincinnati, Chicago & St. Louis Ry., June 9, 1905.	.....do.....	1	423	7	278
127	Contracts with Pennsylvania R. R. Co., Mar. 1, 1899, and Jan. 1, 1902.	.....do.....	1	423	7	280
128	Contract with Central of Georgia Ry., Dec. 3, 1903.	.....do.....	1	423	7	283
129	Contract with Chicago, St. Paul, Minneapolis & Omaha Ry.	.....do.....	1	423	7	285
130	Contract with Union Pacific R. R. Co. and allied lines, and correspondence relating thereto.	.....do.....	1	423	7	288
	Results of lubrication—					
131	Atchison, Topeka & Santa Fe coast lines, year ended June 30, 1905.	.....do.....	1	427	7	295
132	Atchison, Topeka & Santa Fe system, year ended June 30, 1905.	.....do.....	1	427	7	295
133	Atlantic Coast Line R. R., year 1904.	.....do.....	1	427	7	296

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
	Galena Signal Oil Co.—Continued. Results of lubrication—Cont'd.					
134	Baltimore & Ohio system, year ended June 30, 1905.	Steinbrenner.	1	427	7	296
135	Baltimore & Ohio Southwestern R. R., year ended June 30, 1905.	.....do.....	1	427	7	297
136	Bessemer & Lake Erie R. R., year ended Mar. 31, 1906.	.....do.....	1	427	7	297
137	Boston & Maine R. R., year ended Aug. 31, 1905.	.....do.....	1	427	7	298
138	Buffalo, Rochester & Pittsburg Ry., year ended June 30, 1905.	.....do.....	1	427	7	298
139	Buffalo & Susquehanna R. R., year 1904.	.....do.....	1	427	7	299
140	Central of Georgia Ry., year 1904.	.....do.....	1	427	7	299
141	Central R. R. of New Jersey, year ended Feb. 28, 1905.	.....do.....	1	427	7	300
142	Central Vermont Ry., year ended Mar. 31, 1905.	.....do.....	1	427	7	300
143	Charleston & Western Carolina Ry., year 1904.	.....do.....	1	427	7	301
144	Chesapeake & Ohio Ry., year 1904.	.....do.....	1	427	7	301
145	Chicago & Alton Ry., year ended Mar. 31, 1905.	.....do.....	1	427	7	302
146	Chicago, Burlington & Quincy Ry., year 1904.	.....do.....	1	427	7	302
147	Chicago & Eastern Illinois Ry., year 1904.	.....do.....	1	427	7	303
148	Chicago-Great Western Ry., year ended June 30, 1905.	.....do.....	1	427	7	303
149	Chicago, Indianapolis and Louisville Ry., year ended June 30, 1905.	.....do.....	1	427	7	304
150	Chicago, Milwaukee & St. Paul Ry., year ended Jan. 31, 1905.	.....do.....	1	427	7	304

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
	Galena Signal Oil Co.—Continued. Results of lubrication—Cont'd.					
151	Chicago & Northwestern Ry., year ended June 30, 1905.	Steinbrenner.	1	427	7	305
152	Chicago, St. Paul, Minneapolis & Omaha Ry., year 1904.	.....do.....	1	427	7	305
153	Cincinnati, Hamilton & Dayton R. R., year ended Sept. 30, 1904.	.....do.....	1	427	7	306
154	Cincinnati, New Orleans & Texas Pacific Ry., year ended June 30, 1905.	.....do.....	1	427	7	306
155	Cleveland, Cincinnati, Chicago & St. Louis and Peoria & Eastern railroads, year 1904.	.....do.....	1	427	7	307
156	Cleveland, Lorain & Wheeling Ry., year ending June 30, 1904.	.....do.....	1	427	7	307
157	Colorado Midland Ry., year ended Oct. 31, 1904.	.....do.....	1	427	7	308
158	Delaware & Hudson Co., year 1904.	.....do.....	1	427	7	308
159	Delaware, Lackawanna & Western R. R., year ended Oct. 31, 1904.	.....do.....	1	427	7	309
160	Denver & Rio Grande and Rio Grande Western railroads, year ended March 31, 1905.	.....do.....	1	427	7	309
161	Detroit, Toledo & Ironton Ry., year ended June 30, 1905.	.....do.....	1	427	7	310
162	Erie Railroad, year 1904....	.....do.....	1	427	7	310
163	Evansville & Terre Haute Ry., year ended June 30, 1904.	.....do.....	1	427	7	311
164	Florida East Coast Ry., year ended June 30, 1905.	.....do.....	1	427	7	311
165	Grand Rapids & Indiana R. R., year ended June 30, 1905.	.....do.....	1	427	7	312

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
	Galena Signal Oil Co.—Continued. Results of lubrication—Cont'd.					
166	Great Northern Ry., year ended June 30, 1905.	Steinbrenner.	1	427	7	312
167	Gulf, Colorado & Santa Fe Ry., year ended June 30, 1905.	.....do.....	1	427	7	313
168	Hocking Valley Ry., year ended April 1, 1905.	.....do.....	1	427	7	313
169	Illinois Central Ry., year ended July 31, 1904.	.....do.....	1	427	7	314
170	Kansas City, Memphis & Birmingham R. R., year ended Oct. 31, 1904.	.....do.....	1	427	7	314
171	Kansas City Southern Ry., year 1904.	.....do.....	1	427	7	315
172	Lake Erie & Western Ry., year 1904.	.....do.....	1	427	7	315
173	Lake Shore & Michigan Southern Ry., year ended June 30, 1905.	.....do.....	1	427	7	316
174	Lehigh Valley Ry., year ended May 1, 1905.	.....do.....	1	427	7	316
175	Long Island R. R., year ended June 30, 1905.	.....do.....	1	427	7	317
176	Louisville & Nashville R. R., year ended Feb. 28, 1906.	.....do.....	1	427	7	317
177	Maine Central Ry., year 1904.	.....do.....	1	427	7	318
178	Michigan Central Ry., year 1904.	.....do.....	1	427	7	318
179	Minneapolis, St. Paul & Sault Ste. Marie R. R., year 1904.	.....do.....	1	427	7	319
180	Mobile & Ohio R. R., year ended Jan. 31, 1905.	.....do.....	1	427	7	319
181	Nashville, Chattanooga & St. Louis Ry., year 1904.	.....do.....	1	427	7	320
182	New York Central & Hudson River R. R. and branches, year 1904.	.....do	1	427	7	320

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
	Galena Signal Oil Co.—Continued. Results of lubrication—Cont'd.					
183	New York, Chicago & St. Louis Ry., year ended Feb. 28, 1905.	Steinbrenner.	1	427	7	321
184	New York, New Haven & Hartford R. R., year 1904.	.....do.....	1	427	7	321
185	New York, Ontario & Western Ry., year 1904.	.....do	1	427	7	322
186	New York, Susquehanna & Western Ry., year 1904.	.....do.....	1	427	7	322
187	Norfolk & Western Ry., year ended Aug. 31, 1904.	.....do.....	1	427	7	323
188	Northern Pacific Ry., year ended Apr. 30, 1905.	.....do.....	1	427	7	323
189	Oregon Railroad & Navigation Co., year ended Mar. 31, 1905.	.....do.....	1	427	7	324
190	Oregon Short Line, year ended Mar. 31 1905.	.....do.....	1	427	7	324
191	Pennsylvania Lines East, year 1904.	.....do.....	1	427	7	325
192	Pennsylvania Co. (P., Ft. W. & C.), year 1904.	.....do.....	1	427	7	325
193	Pittsburg, Cincinnati, Chicago & St. Louis Ry., year 1904.	.....do.....	1	427	7	326
194	Pere Marquette R. R., year ended June 30, 1904.	.....do.....	1	427	7	326
195	Philadelphia & Reading Ry., year ended Feb. 28, 1905.	.....do.....	1	427	7	327
196	Rutland R. R., year ended Jan. 31, 1905.	.....do.....	1	427	7	327
197	St. Joseph & Grand Island R. R., year ended July 31, 1904.	.....do.....	1	427	7	328
198	San Pedro, Los Angeles & Salt Lake R. R., year ended Sept. 30, 1905.	.....do.....	1	427	7	328

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
	Galena Signal Oil Co.—Continued. Results of lubrication—Cont'd.					
199	Santa Fe, Prescott & Phoenix Ry., year ended Oct. 31, 1904.	Steinbrenner.	1	427	7	329
200	Seaboard Air Line, year ended June 30, 1905.	.....do.....	1	427	7	329
201	Southern Pacific Co., Atlantic System, year ended Mar. 31, 1905.	.....do.....	1	427	7	330
202	Southern Pacific Co., Pacific System, year ended Mar. 31, 1905.	.....do.....	1	427	7	330
203	Southern Ry., year ended Sept. 30, 1904.	.....do.....	1	427	7	331
204	Toledo & Ohio Central Ry., year 1904.	.....do.....	1	427	7	331
205	Toledo, Peoria & Western Ry., year ended May 31, 1905.	.....do.....	1	427	7	332
206	Toledo, St. Louis & Western Ry., year ended Aug. 31, 1904.	.....do.....	1	427	7	332
207	Union Pacific R. R., year ended Mar. 31, 1905.	.....do.....	1	427	7	333
208	Western Maryland R. R., year ended Nov., 1904.	.....do.....	1	427	7	333
209	Wheeling & Lake Erie Ry., Wabash Pittsburg Terminal Ry., West Side Belt Ry., year ended June 30, 1905.	.....do.....	1	427	7	334
210	Wisconsin Central Ry., year ended Feb. 28, 1905.	.....do.....	1	427	7	334
211	Yazoo & Mississippi Valley Ry., year ended July 31, 1904.	.....do.....	1	427	7	335
	Indiana Pipe Line Co.: Earnings and expenses and balance sheet:					
212	1903.....	Chesebro.....	1	482	7	336
213	1904.....	.....do.....	1	483	7	338
214	1905.....	.....do.....	1	483	7	340
215	1906.....	.....do.....	1	483	7	343

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
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	Southern Pipe Line Co.: Earnings and expenses and balance sheet:					
216	1903	Chesebro	1	483	7	345
217	1904	do	1	483	7	347
218	1905	do	1	484	7	349
219	1906	do	1	484	7	352
	Northern Pipe Line Co.: Earnings and expenses and balance sheet:					
220	1903	do	1	484	7	354
221	1904	do	1	484	7	356
222	1905	do	1	484	7	358
223	1906	do	1	484	7	361
	Crescent Pipe Line Co.: Earnings and expenses and balance sheet:					
224	1903	do	1	484	7	363
225	1904	do	1	484	7	365
226	1905	do	1	484	7	367
227	1906	do	1	485	7	369
	Buckeye Pipe Line Co., Cygnet division: Earnings and expenses and balance sheet:					
228	1903	do	1	485	7	371
229	1904	do	1	485	7	373
230	1905	do	1	485	7	375
231	1906	do	1	485	7	378
	New York Transit Co.: Earnings and expenses and balance sheet:					
232	1903	do	1	485	7	380
233	1904	do	1	485	7	383
234	1905	do	1	485	7	386
235	1906	do	1	485	7	389
236	New York Transit Co., local division: Summary of earnings and expenses, 1906.	do	1	486	7	392
237	Indiana Pipe Line Co., local division: Earnings and expenses, trial balance, and inventory, 1905.	do	1	487	7	393

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
238	Buckeye Pipe Line Co., Lima division: Earnings and expenses, trial balance, and inventory, 1905.	Chesebro....	1	487	7	396
239	Buckeye Pipe Line Co., Macksburg division: Earnings and expenses, trial balance, and inventory, 1905.	.....do.....	1	487	7	399
240	Buckeye Pipe Line Co., Macksburg division: Analysis of earnings, 1906.	.....do.....	1	488	7	401
241	National Transit Co., United Pipe Lines division: Earnings and expenses, and trial balance, 1905.	.....do.....	1	488	7	403
242	South West Pennsylvania Pipe Lines: Earnings and expenses, and trial balance, 1905.	.....do.....	1	488	7	405
243	Eureka Pipe Line Co.: Earnings and expenses, and trial balance, 1905.	.....do.....	1	488	7	406
	National Transit Co.: Statement of profit and loss, and summary statement of Trunk Pipe Lines:					
244	1903.....	.....do.....	1	488	7	407
245	1904.....	.....do.....	1	488	7	408
246	1905.....	.....do.....	1	488	7	409
247	National Transit Co.: Analysis of investments, analysis of profit and loss, and summary statement of Trunk Pipe Lines, 1906.	.....do.....	1	489	7	412
248	List of petitioner's Exhibits Nos. 212 to 247.	.....do.....	1	489	7	414
249	Contracts of the Colonial Oil Co., and other Standard companies with the African lines.	Barber.....	1	490	7	416
	Standard Oil Trust:					
250	Trust certificate and scrip accounts of, 1882 to 1904.	Fay.....	2	595	7	423
251	Surplus account, 1883 to 1897...	.....do.....	2	596	7	432
252	Dividend account, 1882 to 1906.	.....do.....	2	597	7	436
253	Copies of pages 179 and 182 and part of page 185 of journal, showing transfer of sundry stocks in subsidiary companies in 1892.	.....do.....	2	598	7	446

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
	Standard Oil Trust—Continued.					
254	Extracts from journal, showing transfer of ownership of stocks in certain subsidiary companies in 1892.	Fay.....	2	601	7	451
255	Copy of page 198 of journal, Nov., 1892, showing items connected with cancellation of trust certificates.	.....do.....	2	602	7	452
256	Extract from journal, Feb., 1893, showing list of persons surrendering 494,619 trust certificates.	.....do.....	2	603	7	453
257	Copies of the first entries of all stock accounts appearing in Ledger A, showing date of first acquisition of stock interest and amount paid therefor.	.....do.....	2	604	7	454
258	Copies of entries constituting last balances on all stock accounts appearing in Ledger A, which show no entries later than Dec. 31, 1892.	.....do.....	2	605	7	458
259	Trust certificates outstanding; surplus; net value of assets; earnings; dividends, and surplus for year, 1882–1891.	.....do.....	2	606	7	457
260–A	Extract from journal, Dec. 15–19, 1892, showing receipt of dividends from subsidiary companies and payment of dividends on trust certificates.	.....do.....	2	607	7	458
260–B	Extract from journal, Sept. 15–18, 1897, showing receipt of dividends from subsidiary companies and payment of dividends on trust certificates.	.....do.....	2	607	7	459
	Anglo-American Oil Co.:					
261	Balance sheet, 1906.....	.....do.....	2	610	7	460
262	Copy of items of accounts receivable from James McDonald in balance sheets of 1900 to 1906.	.....do.....	2	610	7	463
263	Details of profits and losses, 1899–1905.	.....do.....	2	615	7	464

Exhibit No.	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
264	Standard Oil Trust: Copies of selected items from journal Feb. 6, 1890, Mar. 20, 1890, and Sept. 30, 1890.	Fay	2	615	7	501
265	Standard Oil Co. of Indiana: Balance sheets Dec. 31, 1904, and 1906.	do	2	615	7	502
266	Solar Refining Co.: Balance sheets June 30, 1901, Dec. 31, 1901, Dec. 31, 1904, and June 30, 1905.	do	2	615	7	506
267	Standard Oil Co. of Kentucky: Balance sheets Dec. 30, 1899, June 30, 1904, and June 30, 1906.	do	2	615	7	510
268	Standard Oil Co. of Kansas: Balance sheet, 1904.	do	2	616	7	514
269	Continental Oil Co.: Balance sheet 1904.	do	2	616	8	515
270	Standard Oil Co. of Iowa (San Francisco): Balance sheets June 30, 1904, and Dec. 31, 1904.	do	2	616	8	516
271	Standard Oil Co. of California: Balance sheet, 1906.	do	2	616	8	518
272	Atlantic Refining Co.: Semiannual balance sheets June 30, 1899, to Dec. 31, 1906.	do	2	616	8	520
	Standard Oil Co. of New York: General balance sheet:					
273-A	1906	do	2	617	8	552
273-B	1904	do	2	617	8	556
273-C	1903	do	2	617	8	560
274	Galena Signal Oil Co.: Balance sheets 1904 and 1906.	do	2	618	8	564
275	Standard Oil Co. of Ohio: Copies of entries in balance sheets relating to Toledo Oil Works.	do	2	619	8	566
276	Not offered in evidence.					
277	Standard Oil Co. of New York: Lists of stockholders entitled to vote and number of votes cast at stockholders' meetings, 1896 to 1902, together with summary list of stockholders, 1893 to 1902.	White	2	621	8	567

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
278	Standard Oil Co. of Kentucky: List of stockholders each year 1893 to 1900.	White.....	2	621	8	579
279	Solar Refining Co.: List of stockholders each year 1893 to 1900.	.....do.....	2	621	8	580
280	Atlantic Refining Co.: List of stockholders each year 1893 to 1900.	.....do.....	2	621	8	581
281	Standard Oil Co. of Indiana: List of stockholders each year 1893 to 1900.	.....do.....	2	621	8	582
282	Standard Oil Co. of New Jersey: Original issue of stock from June 19, 1899, to Dec. 21, 1904, showing persons to whom issued.	.....do.....	2	621	8	584
283	Buckeye Pipe Line Co., Cygnet division: Quantity of oil delivered, earnings, expenses, gross and net assets, 1903–1906.	Chesebro.....	2	877	8	590
284	New York Transit Co.: Quantity of oil delivered, earnings, expenses, and gross and net assets, 1903–1906 (including Cross-town Pipe Line).	.....do.....	2	877	8	592
285	National Transit Co.: Quantity of oil delivered, earnings, and expenses of specified trunk pipe lines; earnings from pipe-line business; and gross and net assets employed in pipe-line business, 1903–1906.	.....do.....	2	878	8	598
286	Indiana Pipe Line Co., Trunk-Line division: Quantity of oil delivered, earnings, expenses, and gross and net assets, 1903–1906.	.....do.....	2	878	8	602
287	Crescent Pipe Line Co.: Quantity of oil delivered, earnings, expenses, and gross and net assets, 1903–1906.	.....do.....	2	878	8	603
288	Southern Pipe Line Co.: Quantity of oil delivered, earnings, expenses, and gross and net assets, 1903–1906.	.....do.....	2	878	8	604
289	Northern Pipe Line Co.: Quantity of oil delivered, earnings, expenses, and gross and net assets, 1903–1906	.....do.....	2	878	8	606

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
290	Local pipe lines: Gross and net earnings and gross and net assets for local pipe lines of Indiana Pipe Line Co., Buckeye Pipe Line Co., Eureka Pipe Line Co., and South West Pennsylvania Pipe Lines, 1905.	Chesebro.....	2	879	8	608
	Prairie Oil and Gas Co.: Pipe line department, earnings and expenses, and balance sheet—					
291	1903.....	.....do.....	2	644	8	611
292	1904.....	.....do.....	2	645	8	612
	Pipe line department, earnings and expenses; sediment and surplus account; oil account, and balance sheet—					
293	1905.....	.....do.....	2	645	8	614
294	1906.....	.....do.....	2	645	8	617
	General balance sheet—					
295	1903.....	.....do.....	2	645	8	620
296	1905.....	.....do.....	2	645	8	621
297	1904.....	.....do.....	2	645	8	622
298	1906.....	.....do.....	2	645	8	623
	Waters-Pierce Oil Co.:					
299	Sales, expenses, gross and net profits on refined oil, 1895 to 1904.	McNall.....	2	669	8	624
300	Comparative sales of refined oil, gasoline, and lubricating oil by company and competitors, 1896 to 1904.	.....do.....	2	670	8	631
301	Withdrawn.					
302	Waters-Pierce Oil Co.: Comparative selling prices and margins on refined oil in individual towns in the Missouri division and the east Texas and Louisiana division.	.....do.....	2	671	8	640
	Deutsch-Amerikanische Petroleum Gesellschaft: Balance sheet and profit and loss account:					
303	1904.....	Brainerd.....	2	688	8	646
304	1905.....	.....do.....	2	688	8	648
305	1906.....	.....do.....	2	688	8	650

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
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	American Petroleum Co.: Balance sheet and profit and loss account:					
306	1901	Brainerd	2	688	8	652
307	1902	do	2	688	8	654
308	No exhibit corresponding to this number.					
	American Petroleum Co.: Balance sheet and profit and loss account:					
309	1903	do	2	688	8	656
310	1904	do	2	688	8	658
311	1905	do	2	688	8	660
311 (2d no.)	Continental Oil Co.: Cost, selling prices, and margins on refined oil at individual stations, Aug. 31, 1907.	H. M. Tilford	2	739	8	664
312	American Petroleum Co.: Balance sheet and profit and loss account, Dec. 31, 1906.	Brainerd	2	688	8	662
	Continental Oil Co.:					
313	List of shipments by competitors in territory of, Sept., 1907.	H. M. Tilford	2	739	8	700
314	Sales, gross and net profits on refined oil and gasoline, first six months of 1907.	do	2	741	8	702
315	Withdrawn.					
316	Withdrawn.					
317	Standard Oil Co. of California: Cost, selling prices, and margins on refined oil at individual stations, July 1, 1907.	do	2	745	8	Facing 702
318	Withdrawn.					
	Standard Oil Co. of California:					
319	List of shipments by competitors in territory of, Aug. 1907.	do	2	745	8	704
320	Sales, expenses, gross and net profits on refined oil and gasoline the first six months of 1907.	do	2	746	8	707
321	Withdrawn.					
322	Withdrawn.					

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323	Withdrawn.					
324	Withdrawn.					
325	Withdrawn.					
326	Standard Oil Co. of Indiana: Cost, selling prices, and margins on refined oil and gasoline for the Chicago, St. Paul, and Indianapolis can departments and Hamilton Station, Aug. 19, 1907.	Drake.....	2	780	8	708
327	Standard Oil Co. of Kentucky: Prices and margins of refined oil at the several local stations, September, 1907.	Westcott.....	2	781	8	709
328	Withdrawn.					
329	Standard Oil Co. of Kentucky: List of shipments of competitors into territory of.	.....do.....	2	782	8	823
330	Withdrawn.					
331	Do.					
332	Not offered.					
333	Do.					
334	Do.					
335	Do.					
336	Do.					
337	Do.					
338	Do.					
339	Withdrawn.					
340	Do.					
341	Standard Oil Co. of New Jersey: Baltimore division, comparative sales of oil and naphtha by company and competitors.	Donald.....	2	818	8	832
342	Newark division, comparative sales of oil and naphtha by company and competitors.	.....do.....	2	818	8	834
343	List of shipments of competitors, Baltimore division, Aug. 1907.	.....do.....	2	819	8	836

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	Standard Oil Co. of New Jersey—Continued.					
344	List of shipments of competitors, Newark division, Sept., 1907.	Donald	2	819	8	852
345	Withdrawn.					
	Standard Oil Co. of New Jersey:					
346	Newark division, cost, selling prices and margins on refined oil at individual stations, Oct. 10, 1907.	do	2	819	8	856
347	Manhattan Oil Co., list of stockholders of, 1898.	Wallace	2	834	8	860
	Anglo-American Oil Co.:					
348	Ledger account of James McDonald.	Brainerd	2	852	8	862
349	Journal entries relating to James McDonald account.	do	2	852	8	866
	Atlantic Refining Co.:					
350	Cost, selling prices, and margins on refined oil at individual towns, Pittsburg department, July 1, 1907.	Cutler	2	855	8	Facing 868
351	Withdrawn.					
	Atlantic Refining Co.:					
352	Sales, expenses, and gross and net profits on different classes of oil and merchandise, first six months of 1907.	do	2	856	8	870
353	List of shipments of competitors, Aug., 1907, Pittsburg division.	do	2	856	8	874
354	List of shipments of competitors, Aug., 1907.	do	2	856	8	875
355	Distribution of competitive deliveries, Philadelphia department, Aug., 1907.	do	2	856	8	876
356, A–J	Maps of the trunk pipe lines of the Standard Oil Co.	Chesebro	2	879–887	8	Facing 878
357	Letter from Norton & Son, agents of American & African Steamship Line, to V. Loeser & Co., regarding Colonial Oil Co.'s contract.		2	888	8	878

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358	Letter from Philip Ruprecht, agent Colonial Oil Co., to V. Loeser & Co., regarding freight contract.	Chesebro....	2	888	8	879
359	Contract between Colonial Oil Co. and V. Loeser, regarding transportation to African points.	.....	2	888	8	880
360	Contract between Colonial Oil Co. and African lines, regarding transportation to African points.	.....	2	888	8	882
361	Contract between Vacuum Oil Co. and African lines, regarding transportation to African points.	.....	2	888	8	884
362	Contract between Standard Oil Co. of New York and African lines, regarding transportation to African points.	.....	2	888	8	886
363	Corsicana Refining Co.: Consumption of crude oil and production of finished products, 1904.	.....	3	1392	8	887
364	Security Oil Co.: Balance sheet and profit and loss account: 1903.....	Bayne.....	3	1393	8	888
365	First six months of 1904.....	.....do.....	3	1393	8	890
366	Last six months of 1904.....	.....do.....	3	1393	8	892
367	Four months ended Oct. 31, 1907.	.....do.....	3	1393	8	894
368	Sales of refined petroleum products to specified purchasers, July 23, 1903, to Nov. 1, 1907.	.....do.....	3	1393	8	896
369	Quantity of the several classes of petroleum products produced, by years, May, 1903, to Nov. 1, 1907.	.....do.....	3	1395	8	897
370	Receipts and deliveries of crude oil by Tidewater Pipe Co. (Ltd.), 1900–1906.	Burtis.....	3	1396	8	898
371	Receipts of crude oil by Producers and Refiners Oil Co. (Ltd.), and deliveries of crude and refined oil by United States Pipe Line Co., 1900–1906.	Tarbell.....	3	1451	8	899

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372	Production of crude oil in the several oil fields, by years, 1880–1906.	Dredger.....	3	1397	8	900
373	Runs of crude oil by Standard pipe lines from the Pennsylvania and Lima fields, 1884–1906.	Chesebro....	3	1398	8	901
374	Deliveries of crude oil to Atlantic seaboard by all Standard pipe lines combined, 1900–1906.	.....do.....	3	1399	8	901
375	Pipe-line rates of the pipe lines of the Standard Oil Co. in effect from 1903 to Aug. 28, 1906.	.....do.....	3	1400	8	902
376	Runs of crude oil of Standard, Tidewater and Manhattan pipe lines, compared with total production Pennsylvania and Lima-Indiana fields, 1900–1906.	Dredger.....	3	1405	8	904
377	Exports of illuminating oil by Standard Oil Co. compared with total exports from United States, 1900–1906.	.....do.....	3	1406	8	904
378	Deliveries of crude and refined oil to Atlantic seaboard by Standard, Tidewater, and United States pipe lines, 1900–1906.	.....do.....	3	1407	8	904
	Refined oil:					
379	Average prices received by all Standard refineries for deliveries to home trade, 1895–1906.	.....do.....	3	1407	8	905
380	Quantity delivered by all refineries of Standard Oil Co. to home trade, 1895, 1900, and 1906.	.....do.....	3	1408	8	905
381	Quantity and average price of deliveries by individual refineries of Standard Oil Co. to home trade, 1904.	.....do.....	3	1408	8	906
382	Average prices received by individual Standard refineries for Standard White, Water White, and Water White 131–155°, domestic trade, 1895–1906.	.....do.....	3	1408	8	908

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	Refined oil—Continued.					
383	Average cost of marketing of refined oil and naphtha by tank wagon, by barrels and cases, and in bulk, 1897–1906.	Dredger.....	3	1409	8	911
	Naphtha:					
384	Average prices received by all refineries of Standard Oil Co. for deliveries to home trade, 1895–1906.	.....do.....	3	1410	8	912
385	Quantity of the several grades delivered by all refineries of Standard Oil Co. to home trade, 1895, 1901, and 1906.	.....do.....	3	1410	8	913
386	Quantity and average prices of deliveries by individual refineries of Standard Oil Co. to home trade, 1904.	.....do.....	3	1410	8	914
	Competitive sales:					
387	Estimated comparative sales of refined oil and naphtha by Standard Oil Co. and competitors in major marketing divisions, 1904 and 1906.	.....do.....	3	1410	8	916
388	Estimated percentage of sales of refined oil made by competitors in major marketing divisions, 1897–1906.	.....do.....	3	1411	8	918
389	Estimated percentage of sales of naphtha made by competitors in major marketing divisions, 1897–1906.	.....do.....	3	1411	8	919
390	Estimated percentage of sales of refined oil made by competitors in minor marketing divisions, 1901–1906.	.....do.....	3	1412	8	920
391	Refined oil: Prices and margins for Water White oil at individual stations of Standard Oil Co., Oct. 15, 1904.	.....do.....	3	1413	8	923
392	United Oil Co.: Crude oil consumed and products manufactured, 1904.	.....	3	1414	8	940
393	Crude oil consumed and products manufactured by the several refineries of the Standard Oil Co., 1904.	.....	3	1414	8	940

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394	Crude oil consumed and principal products produced by Standard, Tidewater, Corsicana, Security, and United Oil companies, compared with the total for United States, 1904.	Dredger.....	3	1415	8	941
395	Refined oil: Prices and margins at selected towns, each month, 1902–1906.	.....do.....	3	1416	8	942
	Sales of refined oil, naphtha, lubricating oil, and all products combined, and net earnings thereon, for major marketing divisions of Standard Oil Co.:					
396	1899–1906.....	.....do.....	3	1416	8	1002
396–A	1898.....	.....do.....	3	1493	8	1010
397	Refined oil: Estimated deliveries in United Kingdom by Standard Oil Co. and competitors, 1902–1906.	.....do.....	3	1417	8	1011
	Dividends of 20 subcompanies:					
398	Total capital stock, stock held by trustees in liquidation, dividends per share, and dividends received by the trustees, 1892–1899.	Fay.....	3	1418	8	1012
399	Total dividends paid by companies whose stocks were held in part by the trustees in liquidation, 1892–1899.	.....do.....	3	1421	8	Facing 1016
400	Refined oil: Profit or loss on consignments by Standard Oil Co. of New York to Anglo-American Oil Co., 1897–1907, 1903–1907.	.....	3	1420	8	1017
401	Barnsdall, T. N.: Statement of account with the Standard Oil Co. of New York.	Wm. Rockefeller.	3	1425	9	1019
	Waters-Pierce Oil Co.: Sales, expenses, and gross and net profits on gasoline:					
402	1895 and 1896.....	H. M. Tilford.	3	1466	9	1020
403	1897 and 1898.....	.....do.....	3	1466	9	1021
404	1901 and 1902.....	.....do.....	3	1466	9	1022

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405	1899 and 1900	H. M. Tilford.	3	1466	9	1023
406	1903 and 1904	.....do.....	3	1466	9	1024
	Galena-Signal Oil Co.: Results of lubrication:					
407	Atchison, Topeka & Santa Fe Ry. System and subsidiary lines, 1897–1906.	Steinbrenner.	3	1468	9	1025
408	Atlantic Coast Line, 1897–1906	.....do.....	3	1468	9	1035
409	Baltimore & Ohio R. R., 1897–1906.	.....do.....	3	1468	9	1039
410	Baltimore & Ohio Southwestern R. R., 1900–1907.	.....do.....	3	1468	9	1044
411	Boston & Maine R. R., 1898–1906.	.....do.....	3	1468	9	1048
412	Buffalo, Rochester & Pittsburg Ry., 1899–1907.	.....do.....	3	1468	9	1053
413	Central of Georgia R. R., 1902–1907.	.....do.....	3	1468	9	1058
414	Central R. R. of New Jersey, 1898–1907.	.....do.....	3	1468	9	1060
415	Central Vermont Ry., 1897–1906.	.....do.....	3	1468	9	1067
416	Charleston & Western Carolina Ry., 1903–1906.	.....do.....	3	1468	9	1072
417	Chesapeake & Ohio Ry., 1897–1906.	.....do.....	3	1468	9	1074
418	Chicago & Alton Ry., 1901–1907	.....do.....	3	1468	9	1079
419	Chicago & Eastern Illinois Ry., 1897–1906.	.....do.....	3	1468	9	1083
420	Chicago & Northwestern R. R., 1897–1906.	.....do.....	3	1468	9	1087
421	Chicago, Burlington & Quincy R. R., 1897–1906.	.....do.....	3	1468	9	1091
422	Chicago-Great Western Ry., 1897–1906.	.....do.....	3	1468	9	1096

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	Galena-Signal Oil Co.: Results of lubrication—Continued.					
423	Chicago, Milwaukee & St. Paul Ry., 1898–1907.	Steinbrenner.	3	1468	9	1100
424	Chicago, Rock Island & Pacific Ry., 1897–1906.	.....do.....	3	1468	9	1105
425	Chicago, St. Paul, Minneapolis & Omaha Ry., 1897–1906.	.....do.....	3	1468	9	1109
426	Cincinnati, Hamilton & Dayton R. R., 1897–1906.	.....do.....	3	1468	9	1113
427	Cincinnati, New Orleans & Texas Pacific Ry., 1897–1906.	.....do.....	3	1468	9	1118
428	Cleveland, Cincinnati, Chicago & St. Louis Ry., and Peoria & Eastern R. R., 1898–1906.	.....do.....	3	1468	9	1123
429	Delaware & Hudson Co., 1897–1906.	.....do.....	3	1468	9	1128
430	Delaware, Lackawanna & Western R. R., 1900–1906.	..... .do.....	3	1468	9	1137
431	Detroit Southern Ry. (Detroit, Toledo & Ironton), 1902–1906.	.....do.....	3	1468	9	1141
432	Erie R. R., 1897–1906.....	.....do.....	3	1468	9	1144
433	Georgia Southern & Florida Ry., 1898–1907.	.....do.....	3	1468	9	1148
434	Great Northern Railway System, 1898–1906.	.....do.....	3	1468	9	1154
435	Hocking Valley Ry., 1897–1907.	.....do.....	3	1468	9	1158
436	Illinois Central Ry., 1897–1906..	.....do.....	3	1468	9	1162
437	Kansas City, Pittsburg & Gulf R. R. (Kansas City Southern), 1897–1906.	.....do.....	3	1468	9	1166
438	Lake Erie & Western Ry., 1897–1906.	.....do.....	3	1468	9	1171
439	Lake Shore & Michigan Southern Ry., 1899 to 1906.	.....do.....	3	1468	9	1175
440	Lehigh Valley R. R., 1898–1907.	.....do.....	3	1468	9	1179
441	Long Island R. R., 1898–1907..	.....do.....	3	1468	9	1184

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442	Louisville & Nashville Ry., 1897–1907.	Steinbrenner.	3	1468	9	1188
443	Maine Central R. R., 1898–1906.	.....do.....	3	1468	9	1193
444	Michigan Central Ry., 1902–1906.	.....do.....	3	1468	9	1196
445	Minneapolis, St. Paul & Sault Ste. Marie Ry., 1897–1906.	.....do.....	3	1468	9	1199
446	Mobile & Ohio R. R., 1899–1907.	.....do.....	3	1468	9	1203
447	Nashville, Chattanooga & St. Louis R. R., 1899–1906.	.....do.....	3	1468	9	1207
448	New Orleans & Northeastern Ry., 1897–1906.	.....do.....	3	1468	9	1211
449	New York Central & Hudson River R. R., 1896–1906.	.....do.....	3	1468	9	1215
450	New York, Chicago & St. Louis Ry., 1899–1907.	.....do.....	3	1468	9	1219
451	New York, New Haven & Hartford Ry., 1395–1905.	.....do.....	3	1468	9	1222
452	New York, Ontario & Western R. R., 1897–1906.	.....do.....	3	1468	9	1227
453	New York, Susquehanna & Western Ry., 1901–1906.	.....do.....	3	1468	9	1232
454	Norfolk & Western Ry., 1898–1906.	.....do.....	3	1468	9	1235
455	Northern Pacific Ry., 1898–1907.	.....do.....	3	1468	9	1239
456	Oregon Ry. & Navigation Co., 1896–1906.	.....do.....	3	1468	9	1244
457	Oregon Short Line Ry., 1898–1907.	.....do.....	3	1468	9	1249
458	Pennsylvania R. R., all lines east, 1897–1906.	.....do.....	3	1468	9	1254
459	Pennsylvania Co., 1897–1906....	.....do.....	3	1468	9	1259
460	Pittsburg, Cincinnati, Chicago & St. Louis Ry., 1897–1906.	.....do.....	3	1468	9	1264

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461	Philadelphia & Reading Ry., 1897–1906.	Steinbrenner.	3	1468	9	1269
462	Flint & Pere Marquette Ry., 1897–1906.	.....do.....	3	1468	9	1275
463	Seaboard Air Line, 1900–1906...	.....do.....	3	1468	9	1279
464	Southern Pacific Co. (Atlantic System), 1897–1906.	.....do.....	3	1468	9	1282
465	Southern Pacific Co. (Pacific System), 1897–1906.	.....do.....	3	1468	9	1287
466	Southern Ry., 1897–1906.....	.....do.....	3	1468	9	1292
467	Toledo & Ohio Central and Kanawha & Michigan Rys., 1898–1906.	.....do.....	3	1468	9	1296
468	Toledo, Peoria & Western R. R., 1897–1907.	.....do.....	3	1468	9	1301
469	Union Pacific Ry., 1896–1906...	.....do.....	3	1468	9	1305
470	Yazoo & Mississippi Valley Ry., 1897–1906.	.....do.....	3	1468	9	1310
471	Alabama & Vicksburg Ry., year ended June 30, 1905.	.....do.....	3	1469	9	1314
472	Ann Arbor R. R., year ended Mar. 31, 1905.	.....do.....	3	1469	9	1314
473	Bangor & Aroostook R. R., 1904.	.....do.....	3	1469	9	1315
474	Chicago, Cincinnati & Louisville Ry., 11 months ended Sept. 30, 1905.	.....do.....	3	1469	9	1315
475	Chicago Junction Ry., year ended Sept. 30, 1907.	.....do.....	3	1469	9	1316
476	Chicago, Lake Shore & Eastern Ry., year ended June 30, 1905.	.....do.....	3	1469	9	1316
477	Chicago, Peoria & St. Louis Ry., year ended July 31, 1904.	.....do.....	3	1469	9	1316
478	Cleveland, Akron & Columbus Ry., 1904.	.....do.....	3	1469	9	1317
479	Duluth & Iron Range R. R., year ended Mar. 31, 1905.	.....do.....	3	1469	9	1317

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480	Duluth, Missabe & Northern Ry., year ended Mar. 31, 1905.	Steinbrenner.	3	1469	9	1318
481	Elgin, Joliet & Eastern Ry., year ended June 30, 1904.	.....do.....	3	1469	9	1318
482	Georgia R. R., 15 months ended May 31, 1907.	.....do.....	3	1469	9	1319
483	Erie & Wyoming Valley R. R., 11 months ended Sept. 30, 1905.	.....do.....	3	1469	9	1319
484	Gulf & Ship Island R. R., year ended June 1, 1905.	.....do.....	3	1469	9	1320
485	Iowa Central Ry., year 1904	.....do.....	3	1469	9	1320
486	Louisville, Henderson & St. Louis Ry., year ended June 30, 1905.	.....do.....	3	1469	9	1321
487	Minneapolis & St. Louis Ry., year ended June 30, 1905.	.....do.....	3	1469	9	1321
488	Richmond, Fredericksburg & Potomac Ry., year ended June 30, 1905.	.....do.....	3	1469	9	1322
489	Southern Indiana Ry., year ended June 30, 1905.	.....do.....	3	1469	9	1322
490	Vicksburg, Shreveport & Pacific Ry., year ended June 30, 1905.	.....do.....	3	1469	9	1323
491	West Virginia Central & Pittsburg Ry., year 1904.	.....do.....	3	1469	9	1323
	Galena-Signal Oil Co.: Contracts:					
492	Letter of Charles Miller to Pennsylvania R. R., Feb. 11, 1896.	.....do.....	3	1469	9	1324
493	Contract Nov. 12, 1895, with Pennsylvania Co.	.....do.....	3	1469	9	1326
494	Contract with Pennsylvania Co. Mar. 2, 1896.	.....do.....	3	1469	9	1328
495	Contract Feb. 26, 1897, with Pennsylvania Co., lubrication of locomotives.	.....do.....	3	1469	9	1330

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496	Contract Feb. 26, 1897, with Pennsylvania Co., lubrication of passenger and freight cars.	Steinbrenner.	3	1469	9	1332
497	Contract June 22, 1898, with Pennsylvania Co. and Galena Oil Company, and letter of Charles Miller relating thereto.	.....do.....	3	1469	9	1334
498	Contract Mar. 1, 1907, with Pennsylvania Co.	.....do.....	3	1469	9	1337
499	Contract Nov. 12, 1895, with Pittsburg, Cincinnati, Chicago & St. Louis Ry., lubrication of passenger and freight cars.	.....do.....	3	1469	9	1340
500	Contract Mar. 2, 1896, with Pittsburg, Cincinnati, Chicago & St. Louis Ry., lubrication of locomotives.	.....do.....	3	1469	9	1342
501	Contract Feb. 26, 1897, with Pittsburg, Cincinnati, Chicago & St. Louis Ry., lubrication of locomotives.	.....do.....	3	1469	9	1344
502	Contract Feb. 26, 1897, with Pittsburg, Cincinnati, Chicago & St. Louis Ry., lubrication of passenger and freight cars.	.....do.....	3	1469	9	1346
503	Contract June 22, 1898, with Pittsburg, Cincinnati, Chicago & St. Louis Ry., and letter from Charles Miller regarding same.	.....do.....	3	1469	9	1348
504	Contract Mar. 1, 1907, with Pittsburg, Cincinnati, Chicago & St. Louis Ry.	.....do.....	3	1469	9	1351
505	Contract Dec. 31, 1896, with Louisville & Nashville R. R.	.....do.....	3	1469	9	1354
506	Contract Jan. 18, 1905, with Louisville & Nashville R. R.	.....do.....	3	1469	9	1357
506½	Contract Jan. 1, 1900, with Louisville & Nashville R. R.	.....do.....	3	1469	9	1360
507	Contract Nov. 14, 1901, with Central of Georgia Ry.	.....do.....	3	1469	9	1363

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508	Contract, Jan. 8, 1906, with Central of Georgia Ry. Co.	Steinbrenner.	3	1469	9	1365
509	Contract, Jan. 12, 1906, with Georgia R. R. Co. and letter extending duration.	.....do.....	3	1469	9	1367
510	Contract, Oct. 1, 1906, with Georgia R. R.	.....do.....	3	1469	9	1371
511	Contract, June 14, 1907, with Georgia R. R.	.....do.....	3	1469	9	1374
512	Contract, Sept. 9, 1897, with Norfolk & Western Ry. Co.	.....do.....	3	1469	9	1378
513	Contract, Sept. 7, 1900, with Norfolk & Western Ry. Co.	.....do.....	3	1469	9	1381
514	Contract, July 13, 1903, with Norfolk & Western Ry. Co. and letter extending duration.	.....do.....	3	1469	9	1384
515	Contract, Jan. 9, 1905, with Norfolk & Western Ry. Co.	.....do.....	3	1469	9	1387
516	Contract, Jan. 3, 1906, with Norfolk & Western Ry. Co.	.....do.....	3	1469	9	1390
517	Detail of item of accounts receivable on balance sheet for 1906.	.....do.....	3	1469	9	1393
518	Sales of lubricating oils to Waters-Pierce Oil Co., and settlement therefor, 1905.	.....do.....	3	1470	9	1394
519	Pennsylvania R. R.: Letter of Frank Thompson, vice-president, to John D. Archbold, regarding contract with National Transit Co.	.....	3	1499	3	1499
	Chicago & Eastern Illinois R. R.:					
520	Tariff 1250, July 6, 1903, applying Chicago rates from Whiting.	Durand.....	4	1522	9	1395
521	Tariff G. F. D. 10167, Oct. 14, 1897, Whiting to Evansville, 8½ cents.	.....do.....	4	1536	9	1399
522	Tariff G. F. D. 14456, Apr. 1, 1901, Whiting to Evansville, 8½ cents.	.....do.....	4	1537	9	1400

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
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	Chicago & Eastern Illinois R. R.—Continued.					
523	Cancellation notice No. 2031, corrected, canceling Tariff 14456.	Durand.....	4	1537–8	9	1401
524	Waybill of shipment, Whiting to Evansville.	.....do.....	4	1544	9	Facing 1402
525	Collection voucher 29007, shipments from Whiting to Evansville, Dec., 1903.	.....do.....	4	1546	9	1403
526	Collection voucher 1309, shipments from Whiting to Evansville, Aug., 1904.	.....do.....	4	1547	9	1407
527	Collection voucher 7568, shipments from Whiting to Evansville, Dec., 1904.	.....do.....	4	1550	9	1413
528	Collection voucher 10151, shipments from Whiting to Evansville, Feb., 1905.	.....do.....	4	1552	9	1416
529	Waybill of shipment from Whiting to Evansville.	.....do.....	4	1551	9	Facing 1416
530	Quantity of oil shipped from Whiting to Evansville, 1901 to 1905, with freight charges at 11-cent rate and at 8½ and 6 cent rates.	.....do.....	4	1555	9	1418
531	List of towns taking the 8½ and 6 cent rate, respectively, from Whiting to Evansville.	.....do.....	4	1559	9	1420
532	Southern Ry.: Division sheet 1 to petroleum tariff 3, Evansville, via Grand Junction, to southern points.	.....do.....	4	1565	9	1421
533	Chicago & Eastern Illinois R. R.: Tariff 394, Feb. 8, 1898, Dolton to Grand Junction, 13 cents.	.....do.....	4	1568	9	1424
534	Illinois Central R. R.: Tariff A–16, Feb. 11, 1896, Whiting to Grand Junction, 13 cents.	.....do.....	4	1571	9	1425
	Southern Ry.:					
535	Division sheet 10 to petroleum tariff 1, June 30, 1904, Evansville, via Grand Junction, to southern points.	.....do.....	4	1571	9	1426

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	Southern Ry.—Continued.					
536	Division sheet 1 to petroleum tariff 2, Aug. 30, 1904, Evansville, via Grand Junction, to southern points.	Durand.....	4	1571	9	1429
537	Division sheet 4 to petroleum tariff 1, Apr. 3, 1903, adding note.	.....do.....	4	1571	9	1432
538	Chicago & Eastern Illinois R. R.: Waybill of shipment from Whiting to Grand Junction.	.....do.....	4	1572	9	Facing 1432
539	Illinois Central R. R.: Letter of W. D. Hurlbut regarding billing of oil to Grand Junction.	.....do.....	4	1576	9	1433
540	Chicago & Eastern Illinois R. R.: Letter to local agent at Dolton regarding billing of oil to Grand Junction.	.....do.....	4	1576	9	1433
541	Collection voucher 28988, shipments from Whiting to Grand Junction, Dec., 1903.	.....do.....	4	1577	9	1434
	Southern Ry.:					
542	Waybill covering shipment from Grand Junction to Americus, Ga.	.....do.....	4	1580	9	Facing 1440
543	Table of rates from Grand Junction to various stations, one month each year, 1900–1904.	.....do.....	4	1584	9	1441
544	Division sheet 4 to petroleum tariff 3, May 3, 1905.	.....do.....	4	1590	9	1442
545	Comparison of published rates based on Evansville, and actual rates based on Grand Junction, from Whiting to numerous destinations.	.....do.....	4	1590	9	1444
546	Chicago & Eastern Illinois R. R.: Collection voucher 7548, shipments from Whiting to Grand Junction Dec., 1904.	.....do.....	4	1593	9	1445
547	Southern Ry.: Waybill of shipment from Grand Junction to Memphis.	.....do.....	4	1594–5	9	Facing 1452
548	Chicago & Eastern Illinois R. R.: Statement of rates from Whiting to southern and other points furnished to Bureau of Corporations.	.....do.....	4	1600	9	1454

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	Chicago & Alton Ry.:					
549	Tariff 981, Aug. 13, 1901, applying Chicago rates from Whiting.	Durand.....	4	1605	9	1464
550	Tariff 1203, June 9, 1903, applying Chicago rates from Whiting.	.....do.....	4	1606	9	1466
551	Distribution sheet showing distribution of tariff 10525 (Exhibit 557).	.....do.....	4	1609	9	1470
552	Special billing order A–209, Jan. 1, 1903, Chicago to East St. Louis, 6 cents.	.....do.....	4	1611	9	1472
553	Similar billing order A–447, Jan. 1, 1904.	.....do.....	4	1611	9	1472
554	Similar billing order A–772, Jan. 1, 1905.	.....do.....	4	1611	9	1473
555	Similar billing order A–1025, Mar. 30, 1905.	....do.....	4	1611	9	1473
556	Billing order A–1082, June 23, 1905, Chicago to East St. Louis, 10 cents.	....do.....	4	1611	9	1474
557	Tariff 10525, Aug. 15, 1903, naming rates on oil from Belt Junction.	....do.....	4	1612	9	1475
558	Chicago & St. Louis Traffic Association Tariff 24, May 15, 1899.	....do.....	4	1612	9	1482
	Chicago & Alton Ry.: Distribution sheet of—					
559	Special billing order A–209.	Durand.....	4	1612	9	1500
		Hollands	16	2815		
560	Special billing order A–447.	Durand.....	4	1612	9	1501
		Hollands	16	2815		
561	Special billing order A–772.	Durand.....	4	1612	9	1502
		Hollands	16	2816		
562	Waybill, June 21, 1905, shipment from Whiting to East St. Louis.	Durand.....	4	1620	9	Facing 1503
563	Waybill, Sept. 1, 1903, shipment from Whiting to St. Louis.	....do.....	4	1620	9	Facing 1503

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	Chicago & Alton Ry.—Continued.					
564	Waybill, Sept. 1, 1904, shipment from Whiting to St. Louis.	Durand.....	4	1620	9	Facing 1503
565	Collection voucher, shipments from Whiting to East St. Louis, Feb., 1903.	....do.....	4	1622	9	1505
566	Collection voucher, shipments from Whiting to East St. Louis, Mar., 1903.	....do.....	4	1622	9	1508
567	Collection voucher, shipments from Whiting to East St. Louis, Sept., 1903.	.....do.....	4	1623	9	1510
568	Collection voucher, shipments from Whiting to East St. Louis, Sept., 1904.	.....do.....	4	1624	10	1513
	Chicago, Burlington & Quincy R. R:					
569	Tariff 2965, May 24, 1901, applying Chicago rates from Whiting.	.....do.....	4	1627	10	1516
570	Tariff 4721, Dec. 28, 1903, applying Chicago rates from Whiting.	.....do.....	4	1627	10	1518
571	Amendment No. 3½ to tariff 4721, May 1, 1904.	.....do.....	4	1627	10	1524
572	Billing order 33, Jan. 1, 1900, Chicago to East St. Louis, 6 cents.	.....do.....	4	1628	10	1525
573	Special tariff 1059, Jan. 1, 1904, Chicago to East St. Louis, 6 cents.	.....do.....	4	1628	10	1526
574	Tariff 3102, Jan. 1, 1905, Chicago to East St. Louis, 6 cents.	.....do.....	4	1628	10	1527
575	Waybill of shipment from Whiting to East St. Louis.	.....do.....	4	1630	10	Facing 1527
	Chicago & Eastern Illinois R. R.:					
576	Tariff 7441, Oct. 29, 1894, Dolton to East St. Louis, 6½ cents.	.....do.....	4	1633	10	1529
577	Tariff 8073, Oct. 14, 1895, Dolton to East St. Louis, 6½ cents.	.....do.....	4	1633	10	1530
578	Tariff G. F. D. 7986, Sept. 7, 1895, naming rates from Chicago to East St. Louis.	.....do.....	4	1634	10	1531

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
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	Chicago & Eastern Illinois R. R.—Continued.					
579	Amendment No. 1 to Tariff 7986, July 8, 1903, Chicago and Dolton Junction to East St. Louis, 6½ cents.	Durand.....	4	1636	10	1536
580	Distribution sheet of Amendment No. 1 to Tariff 7986.	.....do.....	4	1636	10	1538
581	Amendment No. 2 to Tariff 7986, July 1, 1905, Chicago and Dolton Junction to East St. Louis, 10 cents.	.....do.....	4	1637	10	1543
582	Tariff 1898 corrected, Jan. 8, 1906, Chicago and Whiting to East St. Louis, 10 cents.	.....do.....	4	1638	10	1544
582½	Waybill of shipment from Whiting to East St. Louis.	.....do.....	4	1646	10	Facing 1545
583	Collection voucher 7549, shipments from Whiting to East St. Louis, Dec., 1904.	.....do.....	4	1649–50	10	1547
584	Collection voucher 28990, shipments from Whiting to East St. Louis, Dec., 1903.	.....do.....	4	1653	10	1553
585	Shipments of oil from Whiting to southern destinations, via Grand Junction, during Dec., 1904, and Nov., 1905, with freight charges based on Evansville combination and freight charges based on Grand Junction combination.	Schindler....	4	1666–7	10	1556
586	Comparison of rates on oil from Pittsburg, Cleveland, and Toledo, and from Whiting, to southern points.	.....do.....	4	1672	10	1558
587	Changes in rates on oil from Chicago, Toledo, Cleveland, Pittsburg, to Pacific coast terminal points, from Mar., 1888, to May, 1907.	.....do.....	4	1689	10	1564
588	Changes in rates on oil from Cleveland and Oil City to Mississippi River points from Feb., 1888, to Jan., 1907.	.....do.....	4	1690	10	1565

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	Chicago & Eastern Illinois R. R.:					
589	Tariff 5346, May 2, 1892, Whiting to Evansville, 8¼ cents.	Durand.....	4	1694	10	1566
590	Tariff 10207, Oct. 27, 1897, Whiting to Evansville, 8¼ cents.	.....do.....	4	1694	10	1567
591	Tariff 10300, Dec. 10, 1897, Whiting to Evansville, 8¼ cents.	.....do.....	4	1694	10	1568
	St. Louis, Iron Mountain & Southern Ry.:					
592	Tariff 535, July 16, 1896, St. Louis to Alexandria, La., 25 cents.	Schindler....	4	1695	10	1569
593	Tariff 6848, Aug. 17, 1904, St. Louis and East St. Louis to Alexandria, La., 25 cents.	.....do.....	4	1695	10	1570
594	Statement of billing of oil from St. Louis to Alexandria, La., Dec., 1903, to Jan., 1906.	.....do.....	4	1698	10	1572
595	Statement of billing from Bixby, Ill., to Alexandria, La., July, 1904, to Feb., 1906.	.....do.....	4	1700	10	1574
596	Tariff 830, Oct. 3, 1896, St. Louis to Alexandria, La., on shipments destined beyond, 15 cents.	.....do.....	4	1702	10	1576
	Southern Pacific Ry.:					
597	Local special tariff No. 2250 of Morgan's Louisiana & Texas R. R. & Steamship Co. and Louisiana Western R. R. Co., Oct. 9, 1901, Alexandria, La., to various points.	.....do.....	4	1703	10	1577
598	Similar tariff Local Special No. 2234, May 6, 1901, Alexandria, La., to Crowley, La.	.....do.....	4	1703	10	1578
599	Statement of billing of oil from St. Louis, via Alexandria, La., to various points in Louisiana via the St. Louis, Iron Mountain & Southern and Morgan's Louisiana & Texas and Louisiana & Western railroads, 1904–1906.	.....do.....	4	1705	10	1580
600	St. Louis, Iron Mountain & Southern Ry.: Way bill of shipment, St. Louis to Alexandria, La.	.....do.....	4	1707	10	Facing 1582

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
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601	Morgan's Louisiana & Texas R. R. & S. S. Co.: Way bill of shipment from Alexandria, La., to Franklin, La.	Schindler....	4	1707	10	Facing 1582
602	Statement of billing of oil from Bixby, Ill., via Alexandria, La., to various points in Louisiana, via St. Louis, Iron Mountain & Southern, Morgan's Louisiana & Texas, and Louisiana Western railroads, 1905 and 1906.	.....do.....	4	1707	10	1583
603	St. Louis, Iron Mountain & Southern Ry.: Way bill of shipment from Bixby, Ill., to Alexandria, La.	.....do.....	4	1708	10	Facing 1584
604	Morgan's Louisiana & Texas R. R. & S. S. Co.: Way bill of shipment from Alexandria to St. Martinsville, La.	.....do.....	4	1708	10	Facing 1584
	St. Louis, Iron Mountain & Southern Ry.:					
605	Way bill of shipment from Bixby, Ill., to Alexandria, La.	.....do.....	4	1709	10	Facing 1584
606	Way bill of shipment for Bonner Oil Co., from Bixby, Ill., to Alexandria, La.	.....do.....	4	1709	10	Facing 1584
	Pennsylvania R. R.:					
607	Rate order S–503, Mar. 5, 1902, Olean to Rochester, Genesee Junction, and Buffalo.	.....do.....	4	1711–12	10	1585
608	Rate orders Olean to Rochester, Genesee Junction, and Buffalo, 1902 to 1906.	.....do.....	4	1712	10	1586
609	Comparison of rates from Olean and competing points to Rochester, 1904.	.....do.....	4	1714–15	10	1593
610	Comparison of rates from Olean and competing points to Buffalo, 1904.	.....do.....	4	1715	10	1594
611	Waybills and other documents of Pennsylvania, New York Central, and Rutland R. Rs., covering transportation of oil from Olean to Burlington, Vt.	.....do.....	4	1716	10	Facing 1594

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612	New York Central R. R.: Rate order W. K. 201, Jan. 1, 1904, Rochester to Norwood and other New York points.	Schindler....	4	1720	10	1602
613	Rate orders, Rochester to Norwood and other New York points, 1905 and 1906.	.....do.....	4	1721	10	1603
614	Map in connection with shipments from Olean and neighboring points in Pennsylvania to Rochester, Norwood, and Vermont points.	.....do.....	4	1722	10	Facing 1608
615	Central Vermont R. R.: Tariff A–18, April 15, 1896, Norwood to Burlington, $23 per car.	.....do.....	4	1722	10	1608
616	Ogdensburg & Lake Champlain R. R.: Tariff 33, January 1, 1898, Norwood to Rutland and Bellows Falls.	.....do.....	4	1722	10	1609
617	Central Vermont R. R.: Tariff Y–5, January 11, 1893, Norwood to Burlington, $23 per car.	.....do.....	4	1723	10	1610
618	Rutland R. R.: Schedule furnished to Bureau of Corporations, showing rates from Norwood to various destinations.	.....do.....	4	1727	10	1611
619	Pennsylvania R. R.: Tariff S. 459, Apr. 10, 1904, Olean to Norwood and other destinations, with concurrence of New York Central R. R.	.....do.....	4	1729	10	1612
620	Comparison of rates from Olean to points in New York, based on combination via Rochester, with published through rates from Olean and competing refining points to same destinations.	.....do.....	4	1731	10	1617
621	Boston & Maine R. R.: Comparison of rates from Toledo, Cleveland, and Oil City to points on, with rates to Boston.	.....do.....	4	1737	10	1618
622	Maine Central R. R.: Comparison of rates from Toledo, Cleveland, and Oil City to points on, with rates to Boston.	.....do.....	4	1739	10	1619

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623	New York, New Haven & Hartford R. R.: Comparison of rates from Toledo, Cleveland, and Oil City to points on, with rates to Boston.	Schindler....	4	1739	10	1620
624	Central Vermont Ry.: Comparison of rates from Toledo, Cleveland, and Oil City to points on, with rates to Boston.	.....do.....	4	1739	10	1621
625	Rutland R. R.: Comparison of rates from Toledo, Cleveland, and Oil City to points on, with rates to Boston.	.....do.....	4	1739	10	1621
626	Pennsylvania R. R.: Number of cars shipped from Olean via Rochester, Buffalo, or Genesee Jct. to various points in New York, Vermont, and Canada during 1904.	Conant.....	4	1774	10	1622
627	Collection bill, shipments from Olean and Buffalo to Rochester, Dec., 1904.	.....do.....	4	1776	10	1623
628	Refined oil: Average prices received by Standard Oil Co. in domestic trade, 1898–1906.	Durand.....	4	1783	10	1624
629	Naphtha: Average prices received by Standard Oil Co. in domestic trade, 1888–1906.	.....do.....	4	1786	10	1624
630	Refined oil: Average net earnings per barrel of the several Standard marketing companies, and estimated percentage of sales by competitors, 1899–1906.	.....do.....	4	1786	10	1625
631	Prices of Water White oil, Oct. 15, 1904, in specified towns throughout the United States.	.....do.....	4	1787	10	1626
632	Comparison of prices and margins, Oct. 15, 1904, for town having lowest margin and town having highest margin in each marketing division.	.....do.....	4	1789	10	1628
633	Comparison of margins, Oct. 15, 1904, for a group of towns having relatively low margins and a group of towns having relatively high margins in each specified division.	.....do.....	4	1790	10	1630

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	Refined oil—Continued.					
634	Comparison of prices and margins at main stations, with average prices and margins at substations, with estimated percentages of competitive sales.	Durand.....	4	1790	10	1634
635	Comparison of prices and margins in certain cities, by months, 1902–1906, together with estimated percentage of sales by competitors.	.....do.....	4	1791	10	1636
	Tank-wagon tickets:					
636	Sale by the Standard Oil Co., Hartford, Conn.	Thos. L. Hisgen.	4	1821	10	1660
637	Sale by the Standard Oil Co., Providence, R. I.	.....do.....	4	1821	10	1660
	Refined Oil:					
638	Report of traveling salesman of Standard Oil Co., showing sale of oil at Tariffville, Conn.	.....do.....	4	1822	10	1660
639	Memorandum of sale by Standard Oil Co., at Springfield, Mass.	....do.....	4	1823 1825	10	1661
	Tank-wagon tickets:					
640	Sale by Standard Oil Co., Collinsville, Conn., Feb. 23, 1906.	.....do.....	4	1825	10	1661
641	Sale by Standard Oil Co., Collinsville, Conn., Mar. 16, 1906.	.....do.....	4	1825	10	1661
642	Letter of E. C. Marsh, telegram of E. C. Marsh, and telegram of Danbury Grocery Co., to Hisgen Bros., canceling orders for oil.	.....do.....	4	1832	10	1662
643	Consists of an oil can.....	Nilan.....	4	1921–1922		
644	Envelope addressed to Frank Miller, 156 West One hundred and fifth street, New York.	Geo. C. Hisgen.	4	1943	10	1663
645	Letter, Apr. 21, 1904, unsigned, to Lewis Herdick.	.....do.....	4	1943	10	1664
646	Letter, Apr. 22, 1904, signed "O," to Frank Miller.	.....do.....	4	1943	10	1664
647	Letter, Frank Miller to Lewis Herdick, May 13, 1904.	.....do.....	4	1943	10	1664

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648	Letter, Frank Miller to Lewis Herdick, Apr. 28, 1904.	Geo. C. Hisgen.	4	1943	10	1664
649	Letter, Lewis Herdick to Frank Miller, May 1, 1904 (unsigned and unaddressed).	.....do.....	4	1943	10	1665
650	Refined oil: Prices at Albany and various other points in New York State.	.....do.....	4	1946	10	1665
	Southern Railway:					
651	Rate Issue No. A–10913, Apr. 8, 1898, divisions of rates from Evansville, via Grand Junction, to southern points.	Culp.....	4	1982–1985	10	1666
652	Division sheets of rates from Evansville, via Grand Junction, to southern points, 1899–1905.	.....do.....	4	1985	10	1668
653	List of certain tariffs, billing orders, and division sheets of the Chicago & Eastern Illinois; Southern; Chicago & Alton; Chicago, Burlington & Quincy; Pennsylvania; and New York Central R. R.	Harraman...	5	2023	10	1694
654	Central Vermont Railroad: Comparison of oil rates and class rates from New London to various destinations in Connecticut, Massachusetts, and Vermont.	Boltz.....	5	2036	10	1695
	Central Freight Association territory:					
655	Comparison of rates from Pittsburg, Oil City, Cleveland, Toledo, Marietta, and Findlay districts to principal points, in 1908, with rates in effect prior to Jan., 1907.	.....do.....	5	2039	10	1696
656	Comparison of rates from Cleveland to principal points, in effect 1891, 1906, and May 1, 1907, with fifth-class and sixth-class rates in effect May 1, 1907.	.....do.....	5	2046	10	1699
657	Comparison of rates on oil and sixth-class rates from Chicago and Whiting to principal points, 1906.	.....do.....	5	2047	10	1702

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658	Report and opinion of the Interstate Commerce Commission in the cases of Fred G. Clark Co. *v.* Lake Shore & Michigan Southern Ry. Co. et al., and Waverly Oil Works *v.* Pennsylvania R. R. Co. et al.	Bolts	5	2060–2061	10	1704
	Memphis & Charleston R. R.:					
659	Division-sheet Special H–320, showing divisions of rates from Evansville via Grand Junction to southern points.	Green	5	2062	10	1720
	Central Vermont R. R.:					
660	Special orders and special rate advices, Burlington, Vt., to various points in Vermont, 1902–1905.	Pool	5	2063	10	1721
661	Receipt to Standard Oil Company, Dec. 22, 1904, shipment from Burlington to St. Albans, Vt.	do	5	2064	10	1729
662	Correspondence with H. E. Felton.	do	5	2067	10	1730
663	Special Orders D–222, Apr. 6, 1904, and D–307, Nov. 24, 1905, regarding shipments from New London to Vermont points.	do	5	2067	10	1733
664	Memorandum showing rates from Burlington, Vt., to various Vermont points, May 11, 1896.	do	5	2069	10	1734
665	Memorandum showing rates on oil and second, third, and fifth class rates from Burlington, Vt., to various Vermont points.	do	5	2070	10	1735
666	Special Order No. D–93, Jan. 1, 1903, Burlington, Vt., to various Vermont points.	do	5	2070	10	1736
667	Agent's relief voucher covering shipments of Standard Oil Co. from Burlington, Vt., to various points, Dec., 1904.	do	5	2070–2071	10	1737

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	Atchison, Topeka & Santa Fe Ry:					
668	Waybill of shipment from Redondo to Los Angeles.	Durand	5	2080	10	Facing 1739
669	Letter, L. R. No. 188, Sept. 18, 1904, naming rate of 7½ cents per barrel on crude oil from Redondo to Los Angeles.	Earl	5	2081	10	1741
670	List of claims of Pacific Coast Oil Co., covering shipments from Redondo to Los Angeles during 1904.	Schindler	5	2083	10	1741
	Central Freight Association territory:					
671	Comparison of rates from Whiting, Toledo, Cleveland, and Pittsburg, to points in, Dec. 15, 1904, and Jan. 2, 1907.	do	5	2085	10	1742
672	Map showing railroad lines in New England which prorated with western connections on oil prior to 1906.	do	5	2086	10	Facing 1742
	New York, New Haven & Hartford R. R.:					
673	Comparison of rates on oil, and sixth-class rates from East Providence, R. I., to various New England points.	do	5	2086–2087	10	1743
674	Comparison of rates on oil, and sixth-class rates from Wilson Point, Conn., to various destinations.	do	5	2086–2087	10	1743
	Chicago & Eastern Illinois R. R.:					
675	Letter to Standard Oil Co., Nov. 16, 1904, regarding shipment from Whiting to Evansville.	Durand	5	2090–2091	10	1744
676	Letter of Edgar Bogardus to Chicago & Eastern Illinois R. R., Nov. 18, 1904.	do	5	2091	10	1744
677	Circular regarding pending oil-inspection bill in Georgia.	Wootten	5	2117	10	1745
678	Manuscript draft of circular regarding pending oil-inspection bill in Georgia.	do	5	2117	10	1746
679	Letter to C. T. Collings regarding Red "C" Oil Co., Jan. 20, 1904.	do	5	2117	10	1747

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680	Letter from C. T. Collings to R. N. Reed, regarding competition at Union, S. C., Jan. 21, 1904.	Wootten.....	5	2118	10	1748
681	Letter to C. T. Collings regarding competition at Union, S. C., Jan. 22, 1904.	.....do.....	5	2118	10	1749
682	Letter, C. T. Collings to R. N. Reed, regarding competition at Union, S. C., Jan. 23, 1904.	.....do.....	5	2118	10	1750
683	Letter, C. T. Collings to R. N. Reed, regarding competition at Anderson, S. C., Jan. 20, 1904.	.....do.....	5	2119	10	1751
684	Confirmation of telegram, C. T. Collings to R. N. Reed, Jan. 29, 1904.	.....do.....	5	2119	10	1752
685	Confirmation of telegram, C. T. Collings to R. N. Reed, Jan. 20, 1904.	.....do.....	5	2119	10	1752
686	Letter, to A. C. McGee, agent Standard Oil Co., Pelzer, S. C., regarding Red "C" Oil Co., Jan. 25, 1904.	.....do.....	5	2119	10	1753
687	Letter, to A. C. McGee, Pelzer, S. C., regarding Red "C" Oil Co., Jan. 26, 1904.	.....do.....	5	2120	10	1754
688	Letter, to A. C. McGee. Pelzer, S. C., Jan. 25, 1904.	.....do.....	5	2120	10	1755
689	Letter, to B. O. Driver, agent Standard Oil Co., Roanoke, Ala., regarding carload of outside oil, Jan. 25, 1904.	.....do.....	5	2120	10	1756
690	Letter, to C. T. Collings, regarding competition at Union, S. C., Jan. 27, 1904.	.....do.....	5	2121	10	1758
691	Letter, to A. C. McGee, Pelzer, S. C., regarding Red "C" Oil Co., Jan. 27, 1904.	.....do.....	5	2121	10	1760
692	Letter, C. T. Collings to R. N. Reed, regarding competition of Red "C" Oil Co., Jan. 29, 1904.	.....do.....	5	2121	10	1761
693	Letter, to C. T. Collings, regarding competition of Red "C" Oil Co. at Pelzer, S. C., and Laurens, S. C., Feb. 2, 1904.	.....do.....	5	2121	10	1762

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
694	Letter, W. R. Keith, Anderson, S. C., to R. N. Reed, Feb. 3, 1904.	Wootten.....	5	2122	10	1763
695	Letter to C. T. Collings regarding competition of Red "C" Oil Co., Feb. 3, 1904.	.....do.....	5	2122	10	1763
696	Letter, W. D. Arthur, agent Standard Oil Co., Union, S. C., to Standard Oil Co., Atlanta, Ga., regarding competition, Feb. 5, 1904.	.....do.....	5	2122	10	1764
697	Letter, Standard Oil Co., Greenville, S. C., to Standard Oil Co., Atlanta, Ga., Feb. 5, 1904.	....do.....	5	2123	10	1765
698	Letter, same to same, Mar. 7, 1904..	.....do.....	5	2123	10	1766
699	Letter, J. R. Wade, Laurens, S. C., to R. N. Reed, Feb. 6, 1904.	.....do.....	5	2123	10	1766
700	Letter, C. T. Collings to R. N. Reed, regarding competition of Red "C" Oil Co., Feb. 6, 1904.	.....do.....	5	2123	10	1767
701	Letter to C. T. Collings regarding competition of Red "C" Oil Co., Feb. 8, 1904.	.....do.....	5	2123	10	1768
702	Letter, C. T. Collings to R. N. Reed, regarding carloads of Red "C" oil at Greenville, S. C., and Laurens, S. C., Feb. 25, 1904.	.....do.....	5	2124	10	1769
703	Letter to Lee Beasley, agent Standard Oil Co., Greenville, S. C., regarding Red "C" Oil Co., Mar. 1, 1904.	.....do.....	5	2124	10	1770
704	Letter to W. S. Beckman, agent Standard Oil Co., Laurens, S. C., Mar. 1, 1904.	.....do.....	5	2124	10	1770
705	Letter to C. T. Collings regarding carload of Red "C" oil at Greenville and Laurens, S. C., Mar. 1, 1904.	.....do.....	5	2124	10	1771
706	Letter, W. R. Keith, Anderson, S. C., to R. N. Reed, Mar. 3, 1904.	.....do.....	5	2125	10	1772
707	Letter to Keith, Anderson, S. C., Mar. 5, 1904.	.....do.....	5	2125	10	1772
708	Letters, A. C. McGee, Pelzer, S. C., to R. N. Reed, Feb. 26, 1904, and Mar. 4, 1904.	.....do.....	5	2125	10	1773

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		Witness.	Vol.	Page.	Vol.	Page.
709	Letter, C. T. Collings to R. N. Reed, regarding shipments of Red "C" Oil Co., Mar. 5, 1904.	Wootten.....	5	2125	10	1774
710	Letter to C. T. Collings, regarding shipments of Red "C" Oil Co., Mar. 12, 1904.	.....do.....	5	2125-6	10	1775
711	Letter, R. N. Reed to E. N. Wootten, Oct. 6, 1904.	.....do.....	5	2146	10	1776
712	Letter, E. N. Wootten, manager People's Oil Co., to Dan W. Roundtree, Atlanta, Ga.	.....do.....	5	2147	10	1777
713	Letter, E. N. Wootten, People's Oil Co., to E. C. Kimball, Standard Oil Co., Apr. 2, 1901.	.....do.....	5	2147	10	1778
714	Letter, E. N. Wootten, People's Oil Co., to E. B. Stanley, Standard Oil Co., Apr. 21, 1900.	.....do.....	5	2147	10	1780
715	List of shipments over the Bay Line, dated Sept. 27, 1902.[a]	Armstrong...	5	2223	10	Facing 1781
716	List of shipments over the Pennsylvania R. R., Sept. 13-19.[a]	.....do.....	5	2225	10	Facing 1781
717	List of shipments over the York River Line, Sept. 15-22.[a]	.....do.....	5	2226	10	1783
718	List of shipments over the Seaboard Air Line, Sept. 9-15.[a]	.....do.....	5	2227	10	Facing 1783
719	List of shipments from Baltimore, via Weems Line, Sept. 9-16.[a]	.....do.....	5	2228	10	Facing 1783
720	List of shipments over Weems Line, Sept. 16 to Oct. 4.[a]	.....do.....	5	2228	10	1785
721	List of shipments from Savannah, Ga., Sept. 10-14, 1902.[a]	.....do.....	5	2229	10	Facing 1786
722	List of shipments of lubricating oil from Savannah, Ga., Sept. 17-18, 1902.[a]	.....do.....	5	2230	10	Facing 1786
723	List of shipments from Savannah, Ga., over the Seaboard Air Line, Oct. 15-17, 1902.[a]	.....do.....	5	2230	10	Facing 1786
724	List of shipments over the Philadelphia, Baltimore & Washington R. R., Oct. 6-11, 1902.[a]	.....do.....	5	2231	10	Facing 1786

[a] So identified according to testimony of E. C. Armstrong, and, in some cases, also by initials and other marks on the original.

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725	List of shipments over the Pennsylvania R. R., Oct. 11–15.[a]	Armstrong...	5	2231	10	Facing 1786
726	List of shipments over the Baltimore & Potomac R. R., Sept.[a]	.....do.....	5	2231	10	1787
727	List of shipments from Norfolk over the Norfolk & Southern Ry., Oct. 6–23 (1902).[a]	.....do.....	5	2232	10	Facing 1788
728	List of shipments over the Maryland & Pennsylvania R. R., Oct. 16–30, 1902.[a]	.....do.....	5	2233	10	Facing 1788
729	List of shipments of G. B. Hiss & Co. from Charlotte, N. C., Oct. 18–23, 1902.[a]	.....do.....	5	2234	10	1789
730	List of shipments from Portsmouth, Va., Oct. 20–25.[a]	.....do.....	5	2234	10	1790
731	List of shipments over the Western Maryland R. R., Aug. 18 to Sept. 13, 1902.[a]	.....do.....	5	2235	10	Facing 1791
732	List of shipments of Cooper Bros. from Winchester, Va., week ending Oct. 16, 1902.[a]	.....do.....	5	2235	10	Facing 1791
733	Lists of shipments of Cooper Bros. from Winchester, Va., Sept. 8 and Sept. 24.[a]	.....do.....	5	2235	10	Facing 1791
734	List of shipments over the Baltimore, Chesapeake & Atlantic, Sept. 29 to Oct. 4, 1902.[a]	.....do.....	5	2236	10	Facing 1791
735	List of shipments received by the Independent Oil Co., Washington, D. C., Sept. 26 to Oct. 9, 1902.[a]	.....do.....	5	2236	10	Facing 1791
736	List of shipments of O. F. Zurn & Co., from Philadelphia, via Merchants' & Miners' Transportation Co., Sept. 14, 1902.[a]	.....do.....	5	2237	10	Facing
737	List of shipments of Cooper Bros., from Winchester, Va., via B. & O. R. R., Sept. 8–13.[a]	.....do.....	5	2237	10	Facing 1791
738	Form used by Standard Oil Co. for reporting to its salesmen shipments by competitors into their field.	.....do.....	5	2239	10	1791

[a] So identified according to testimony of E. C. Armstrong, and, in some cases, also by initials and other marks on the original.

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739	Cards showing shipments to Geo. C. Oldham, Port Deposit, Md.	Armstrong...	5	2240	10	Facing 1792
740	Card regarding shipments to J. B. Wall, Best Pitch, Md.	.....do.....	5	2240	10	Facing 1792
741	Card showing shipments to H. C. Dodson, St. Michaels, Md.	.....do.....	5	2240	10	Facing 1792
742	Card showing shipments to Rankin Bros. Grocery Co., Greensboro, N. C.	.....do.....	5	2240	10	Facing 1792
743	Card showing shipments to J. H. Cissell, Colesville, Md.	.....do.....	5	2240	10	Facing 1792
744	List of shipments by competitors of Standard Oil Co. into field of its salesman Dail, July and Aug., 1901.	.....do.....	5	2242	10	1793
745	List of carload shipments by competitors of Standard Oil Co. into Baltimore, Dec., 1902.	.....do.....	5	2243	10	1794
746	List of carload shipments by competitors of the Standard Oil Co. into Baltimore and Baltimore territory Dec., 1902.	.....do.....	5	2243	10	1795
747	List of carload shipments of refined oil and gasoline by Red "C" Oil Co. and Southern Oil & Supply Co. during certain months in 1901 and 1902.	.....do.....	5	2244	10	1796
748	Summary of receipts and deliveries of refined oil and gasoline by the Southern Oil & Supply Co., Dec., 1901 and 1902, and entire years 1901 and 1902.	.....do.....	5	2245	10	Facing 1798
749	Summary of receipts and deliveries of refined oil and gasoline by Red "C" Oil Co., Dec., 1901 and 1902, and entire years 1901 and 1902.	.....do.....	5	2247	10	Facing 1798
750	List of carloads of oil received by competitors of the Standard Oil Co. into Baltimore territory, Mar.–June, 1899.	.....do.....	5	2249	10	Facing 1798
751	Letter, John D. Austin to Red "C" Oil Manufacturing Co., May 19, 1907.	Fehsenfeld...	5	2305–6	10	1799

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752	Letter, J. D. Austin to Red "C" Oil Manufacturing Co., Feb. 12, 1906.	Fehsenfeld...	5	2306	10	1799
753	Letter, A. W. Wheeler, agent Dixie Oil Works, to J. H. Kirkman, May 13, 1904.	.....do.....	5	2322	10	1800
754	Letter, Chas. W. Bender, manager Dixie Oil Works, to W. A. Britton, June 14, 1904.	.....do.....	5	2322	10	1801
755	Letter, Dixie Oil Works to S. Henton Swank, Oct. 21, 1902.	.....do.....	5	2323	10	1802
756	Letter Charles W. Bender, manager Dixie Oil Works, to K. Berlin, Aug. 20, 1904.	.....do.....	5	2323	10	1803
757	Letter, Dixie Oil Works to Carson Ward, Sept. 30, 1902.	.....do.....	5	2323	10	1804
758	Postal card, Southern Oil Company to J. D. Oglesbee, Jan. 5, 1900.	Cooper.....	5	2401	10	Facing 1805
759	Letter, William Mason to Chas. Farrell, Oneonta, N. Y., Apr. 17, 1899.	Farrell.....	5	2440–2	10	1805
760	Letter to Charles Farrell, unsigned, May 11, 1899.	.....do.....	5	2442	10	1807
761	Letter to Charles Farrell, unsigned, May 12, 1899.	.....do.....	5	2443	10	1808
762	Letter to Charles Farrell, unsigned, May 27, 1899.	.....do.....	5	2444	10	1809
763	Letter, Thomas H. Burke to Charles Farrell, June 26, 1899.	.....do.....	5	2445	10	1810
764	Letter to Charles Farrell, unsigned, July 21, 1899.	.....do.....	5	2446	10	1811
765	Letter to Charles Farrell, unsigned, July 26, 1899.	.....do.....	5	2447	10	1812
766	Letter to Charles Farrell, unsigned, Aug. 10, 1899.	.....do.....	5	2448	10	1813
767	Letter to Charles Farrell, unsigned, Sept. 21, 1899.	.....do.....	5	2449	10	1814
768	Circular advertising Home Safety Oil Co., Terre Haute, Ind.	Shea.....	5	2461	10	1816

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
769	Newspaper notice of Independent Oil Co., regarding Charles B. Darby.	Darby.....	5	2584–5	10	1816
770	Agreement between pipe line companies, Sept. 4, 1874.	Emery.....	6	2798–9	10	1817
771	Letter, E. B. Stanley to Charles Kercher, Sept. 22, 1899.	Kercher.....	6	2811	10	1822
772	Letter, C. T. Collings to Charles Kercher, Oct. 26, 1899.	.....do.....	6	2819	10	1823
773	Letter, E. B. Stanley to Charles Kercher, Nov. 1, 1899.	.....do.....	6	2820	10	1824
774	Letter, D. P. Sanford to Charles Kercher, Nov. 6, 1899.	.....do.....	6	2820	10	1825
775	Letter, D. P. Sanford to Charles Kercher, Nov. 11, 1899.	.....do.....	6	2820–1	10	1826
776	Letter, D. P. Sanford to Charles Kercher, Nov. 15, 1899.	.....do.....	6	2821	10	1827
777	Letter, D. P. Sanford to Charles Kercher, Feb. 19, 1900.	.....do.....	6	2821	10	1828
778	Letter, D. P. Sanford to Charles Kercher, Mar. 15, 1900.	.....do.....	6	2821	10	1830
779	Letter, D. P. Sanford to Charles Kercher, May 4, 1900.	.....do.....	6	2821	10	1832
780	Letter, D. P. Sanford to Charles Kercher, June 4, 1900.	... .do.....	6	2821	10	1833
781	Letter, D. P. Sanford to Charles Kercher, June 7, 1900.	.....do.....	6	2822	10	1834
782	Letter, D. P. Sanford to Charles Kercher, July 26, 1900.	.....do.....	6	2823	10	1835
783	Letter, C. T. Collings to Charles Kercher, May 29, 1902.	.....do.....	6	2823	10	1836
784	Letter, C. T. Collings to Charles Kercher, July 30, 1902.	.....do.....	6	2823	10	1836
785	Letter, signed "J. G. Thatcher," to Charles Kercher, July 30, 1902.	.....do.....	6	2823	10	1837
786	Agreement between Charles Kercher, manager Paragon Oil Co., and J. R. Day, Aug. 11, 1902.	.....do.....	6	2824	10	1837

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		Witness.	Vol.	Page.	Vol.	Page.
787	Agreement between Charles Kercher, manager Paragon Oil Co., and S. H. Hults, Aug. 11, 1902.	Kercher.....	6	2824	10	1838
788	Letter, D. P. Sanford to John Maxon, Nov. 6, 1899.	.....do.....	6	2827	10	1838
789	Letter, D. P. Sanford to Charles Kercher, Dec. 7, 1899.	.....do.....	6	2827	10	1839
790	Letter, D. P. Sanford to Charles Kercher, Dec. 12, 1899.	.....do.....	6	2827	10	1840
791	Letter, D. P. Sanford to Charles Kercher, Dec. 19, 1899.	.....do.....	6	2827	10	1841
792	Bill of sale from John Maxon to Charles Kercher, dated Nov. 27, 1899.	.....do.....	6	2828	10	1842
793	Letter, E. B. Stanley to M. Maxon, inclosing bill of sale, Apr. 20, 1900.	.....do.....	6	2829	10	1842
794	Letter, D. P. Sanford to Charles Kercher, Nov. 6, 1900.	.....do.....	6	2829	10	1843
795	Letter, D. P. Sanford to Charles Kercher, inclosing memorandum of sale, July 3, 1901.	.....do.....	6	2830	10	1843
796	Memorandum of sale (unexecuted) for the property of Solle Bros., Springfield, Ill.	.....do.....	6	2830	10	1844
797	Letter, C. T. Collings to Charles Kercher, Apr. 4, 1902.	.....do.....	6	2830–1	10	1845
798	Letter, D. P. Sanford to Charles Kercher, Jan. 6, 1900.	.....do.....	6	2834	10	1846
799	Letter, C. T. Collings to Charles Kercher, inclosing copy of letter to Robert Gunton, July 3, 1902.	.....do.....	6	2834	10	1846
800	Copy of letter to Robert Gunton, Evansville, Ind., July 3, 1902.	.....do.....	6	2834	10	1847
801	Letter, C. T. Collings to Charles Kercher, regarding situation at Vincennes, July 14, 1902.	.....do.....	6	2836	10	1847
802	Letter, C. T. Collings to Charles Kercher, Apr. 14, 1902.	.....do.....	6	2838	10	1848
803	Rome, Watertown & Ogdensburg R. R.: Letter, H. C. Davis, contracting agent, to American Oil Works.	Westgate	6	2862	10	1848

Exhibit No.	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
804	New York Central R. R.: Letter, S. Goodman, assistant traffic manager, to G. W. Bartlett, May 15, 1900.	Westgate	6	2862	10	1849
805	Lake Shore & Michigan Southern R. R.: Letter, W. H. Smith, division freight agent, to T. B. Westgate, with class rates of Central Vermont Ry., from Burlington, Vt.	.....do.....	6	2862	10	1850
	Central Vermont Ry.:					
806	Letter, J. E. Dalrymple, general freight agent, to J. A. Murray.	.....do.....	6	2864	10	1852
807	Letter, J. E. Dalrymple to American Oil Works.	.....do.....	6	2864	10	1853
808	Letter, J. E. Dalrymple to American Oil Works, together with class rates of Central Vermont Ry. from White River Junction, Vt., and Rouses Point, N. Y., to various destinations.	.....do.....	6	2865	10	1853
	New York Central R. R.:					
809	Letter, S. Goodman, assistant traffic manager, to T. B. Westgate.	.....do.....	6	2865	10	1856
810	Correspondence between Francis La Bau, assistant freight traffic manager, and T. B. Westgate.	.....do.....	6	2866	10	1857
811	New York & Ottumwa R. R.: Letters, George A. Brown, assistant general freight agent, to American Oil Works.	.....do.....	6	2869	10	1863
	Delaware & Hudson Co.:					
812	Letter, L. Snodgrass, traveling freight agent, to T. B. Westgate.	.....do.....	6	2872	10	1866
813	Unsigned letter of Mar. 31, 1905, to T. B. Westgate.	.....do.....	6	2872	10	1867
814	Letter, S. Y. Baldwin, commercial freight agent, to T. B. Westgate.	.....do.....	6	2873	10	1868
815	Erie Railroad: Letter, Charles Cole, division freight agent, to American Oil Works.	.....do.....	6	2873	10	1868

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
816	Delaware, Lackawanna & Western R. R.: Letter, S. A. Jones, traveling freight agent, to American Oil Works.	Westgate	6	2874	10	1869
817	Lake Shore-Lehigh Valley Route: Letter, Peter C. Doyle, manager, to American Oil Works.	.....do.....	6	2874	10	1869
	Lake Shore & Michigan Southern R. R.:					
818	Letter, W. H. Smith, division freight agent, to American Oil Works.	.....do.....	6	2876	10	1870
819	Letter, W. H. Smith to American Oil Works.	.....do.....	6	2876	10	1871
	New York Central R. R.:					
820	Tariff B–6539, Sept. 14, 1907, Buffalo to points in Quebec.	.....do.....	6	2876	10	1872
821	Tariff B–6547, Sept. 14, 1907, Buffalo to points in Ontario.	.....do.....	6	2877	10	1874
822	Galena-Signal Oil Co.: Results of lubrication of Pennsylvania lines east, 1905.	Durand.....	6	2881	10	1876
	Chicago & Eastern Illinois R. R.:					
823	Tariff 5038, Jan. 13, 1892, Whiting to Evansville, 9 cents.	.....do.....	6	2880	10	1877
824 A.–F.	Letter, G. B. Taylor to Charles Kercher, May 3, 1902, and bills of sale from Kercher of various property, unexecuted.	Kercher	6	2987–2988	10	1878
825	Letter, M. Maxon to E. B. Stanley, Feb. 20, 1900.	.....do.....	6	2988	10	1882
826	List of shipments by competitors of the Standard Oil Co. from Cleveland to certain destinations, 1897.	Castle.....	6	3033	10	1883
827	Letter, C. G. Taplin to J. W. Hoag, June 15, 1900.	.....do.....	6	3034	10	1883
828	Letter, J. W. Hoag to S. K. Brusman, June 11, 1900.	.....do.....	6	3035	10	1884
829	Letter, C. J. Castle to J. W. Hoag, Apr. 26, 1898.	.....do.....	6	3038	10	1886

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		Witness.	Vol.	Page.	Vol.	Page.
830	Copy of notice to produce, addressed to the defendants and their attorneys, and affidavit of Guy Chase regarding service of same.	Castle	6	3045	10	1888
831	Letter, W. W. Stark, New American Oil Co., to J. W. Hoag, Oct. 18, 1897.	do	6	3047, 3051	10	1889
832	Letter, W. W. Stark to J. W. Hoag, Oct. 20, 1897.	do	6	3051	10	1890
833	Letter, W. W. Stark to J. W. Hoag, Oct. 20, 1897.	do	6	3051	10	1891
834	Letter, W. W. Stark to J. W. Hoag, Oct. 21, 1897.	do	6	3051	10	1892
835	Letter, Thomas Goodwillie to C. J. Castle, June 4, 1889.	do	6	3058	10	1893
836	Letter, Thomas Goodwillie to C. J. Castle, June 6, 1889.	do	6	3059	10	1894
837	Letter, Thomas Goodwillie to C. J. Castle, July 30, 1889.	do	6	3059	10	1895
838	Letter, G. H. Winslow to F. Gamerl, agent Standard Oil Co., Lincoln, Nebr., Jan. 11, 1905.	Gamerl	6	3138	10	1896
839	Circular letter of Apr. 7, 1906, from S. B. Drake, Grand Rapids, Mich., to agents of Standard Oil Co.	do	6	3143	10	1896
840	Circular letter dated Omaha, Sept. 16, 1904, from John B. Ruth, manager, to salesmen of Standard Oil Co.	do	6	3144	10	1897
	New York Central R. R.:					
841	Tariff B–3463, Mar. 25, 1905, Buffalo to points in Quebec.		6	3150	10	1898
842	Tariff B–4565, Oct. 6, 1906, Buffalo to points in Quebec.		6	3150	10	1900
843	Tariff B–6245, Aug. 1, 1907, Buffalo to points in Quebec.		6	3150	10	1902
844	Tariff B–6424, Sept. 14, 1907, Buffalo to points in Quebec.		6	3150	10	1904
845	Tariff B–6539, Sept. 14, 1907, Buffalo to points in Quebec.		6	3150	10	1906

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
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	New York Central R. R.—Cont'd.					
846	Tariff B–2633, May 17, 1904, Buffalo to Cornwall, Finch, and Ottawa.	.....	6	3150	10	1908
847	Tariff B–6244, Aug. 1, 1907, Buffalo to Cornwall, Finch, and Ottawa.	.....	6	3150	10	1912
848	Tariff B–6432, Sept. 14, 1907, Buffalo to Cornwall, Finch, and Ottawa.	.....	6	3150	10	1914
849	Tariff B–6547, Sept. 14, 1907, Buffalo to Cornwall, Finch, and Ottawa.	.....	6	3150	10	1916
850	Circular signed C. M. Lines, Youngstown, Ohio, regarding sale of oil and gasoline.	Lines	6	3206	10	1918
	Galena-Signal Oil Co.:					
851	Memorandum of contracts with A. T. & S. F. and affiliated railroads July 1, 1907, to date.	.....	11	372	10	1919
852	Letter of T. H. Curtis, of L. & N. R. R., to G. E. Evans regarding claims of Galena-Signal and Franklin Manufacturing Co.	Curtis.....	12	616	10	1920
853	Letter of G. E. Evans, of L. & N. R. R. Co., to M. H. Smith and others.	.....do.....	12	619	10	1922
854	Louisville & Nashville R. R.—Report of delays to trains account mechanical department failures, Aug. 15, 1904.	.....do.....	12	624	10	1922
855	Letter of C. T. Collings to Chas. Kercher, May 20, 1902.	Collings.....	12	941	12	a 941
856–A	Letter of G. B. Taylor to Chas. Kercher, May 2, 1902.	.....do.....	12	944	21	1
856–B	Memorandum of contract of sale from C. M. Stout to Chas. Kercher.	.....do.....	12	944	21	1
857	Letter of C. T. Collings to Chas. Kercher, May 6, 1902.	.....do.....	12	946	21	2
858	Telegram of C. T. Collings to Chas. Kercher, Jan. 16, 1902.	.....do.....	12	975	12	a 975

a Copied into record in connection with testimony of witness.

Exhibit No.—	Description of exhibits.	Reference to testimony where introduced.			Printed exhibit appears at—	
		Witness.	Vol.	Page.	Vol.	Page.
a859	Letters of M. Maxon to E. B. Stanley, Jan. 22, 1900, and Jan. 23, 1900.	Collings.....	12	987	21	2
860	Letter of M. Maxon to W. C. Elliott, May 28, 1898.	.....do.....	12	987	21	3
861	Letter of M. Maxon to Jas. Holmes, Feb. 22, 1900.	.....do.....	12	989	21	3
862	Letter of M. Maxon to W. C. Elliott, Feb. 24, 1900.	.....do.....	12	989	21	3
863	Letter of M. Maxon to W. C. Elliott, Nov. 9, 1899.	.....do.....	12	992	21	4
864	Letter of M. Maxon to W. C. Elliott, May 4, 1898.	.....do.....	12	993	21	4
865	Letter of M. Maxon to L. H. James, May 4, 1898.	.....do.....	12	993	21	5
866	Letter of M. Maxon to W. C. Elliott, May 12, 1898.	.....do.....	12	994	21	5
867	Letter of M. Maxon to L. H. James, May 12, 1898.	.....do.....	12	994	21	6
868	Letter of M. Maxon to W. C. Elliott, May 12, 1898.	.....do.....	12	993	21	6
869	Letter of M. Maxon to L. H. James, May 16, 1898.	.....do.....	12	994	21	7
870	Letter of M. Maxon to W. C. Elliott, May 16, 1898.	.....do.....	12	994	21	7
871	Letter of M. Maxon to W. C. Elliott, May 24, 1898.	.....do.....	12	995	21	8
872	Letter of M. Maxon to L. H. James, June 1, 1898.	.....do.....	12	995	21	9
873	Letter of M. Maxon to W. C. Elliott, Feb. 6, 1899.	.....do.....	12	995	21	9
874	Letter of M. Maxon to W. C. Elliott, Dec. 19, 1899.	.....do.....	12	995	21	9
875	Letter of M. Maxon to W. R. Palmer, Dec. 19, 1899.	.....do.....	12	995	21	10
876	Letter of M. Maxon to W. R. Palmer, Dec. 23, 1899.	.....do.....	12	995	21	10
877	Letter of M. Maxon to W. C. Elliott, Dec. 23, 1899.	.....do.....	12	995	21	10

[a] Copied into record in connection with testimony of witness.

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878	Letter of M. Maxon to W. C. Elliott, Dec. 26, 1899.	Collings	12	995	21	11
879	Letter of M. Maxon to W. C. Elliott, Dec. 29, 1899.	do	12	995	21	11
880	Letter of M. Maxon to W. C. Elliott, Dec. 30, 1899.	do	12	995	21	11
881	Letter of M. Maxon to W. C. Elliott, Jan. 5, 1900.	do	12	995	21	12
882	Letter of M. Maxon to E. B. Stanley, Mar. 7, 1900.	do	12	995	21	12
883	Letter of M. Maxon to E. B. Stanley, Mar. 15, 1900.	do	12	995	21	12
884	Letter of M. Maxon to E. B. Stanley, Mar. 20, 1900.	do	12	996	21	13
885	Memorandum signed M. Maxon, July 30, 1900.	do	12	996	21	13
886	Letter of M. Maxon to E. B. Stanley, Aug. 31.	do	12	996	21	13
887	Memorandum of M. Maxon, Aug. 31, 1900.	do	12	996	21	14
888	Letter of M. Maxon to W. C. Elliott, Aug. 31, 1898.	do	12	996	21	14
889	Letter of M. Maxon to E. B. Stanley, Aug. 31, 1898.	do	12	996	21	14
890	Letter of M. Maxon to E. B. Stanley, without date.	do	12	996	21	14
891	Letter of M. Maxon to W. C. Elliott, Nov. 26, 1898.	do	12	996	21	15
892	Letter of M. Maxon to W. C. Elliott, Dec. 14, 1898.	do	12	996	21	15
893	Letter of M. Maxon to W. C. Elliott, Dec. 31, 1898.	do	12	996	21	15
894	Letter of M. Maxon to E. B. Stanley, Dec. 31, 1898.	do	12	996	21	15
895	Letter of M. Maxon to W. C. Elliott, Jan. 9, 1899.	do	12	996	21	16
896	Letter of M. Maxon to E. B. Stanley	do	12	996	21	16

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897	Memorandum of M. Maxon, dated July 31.	Collings	12	996	21	16
898	Letter of M. Maxon to C. T. Collins [Collings], Nov. 10, 1899.	do	12	1002-1004	21	17
899	Letter of C. T. Collings to Chas. Kercher, May 5, 1902.	do	12	1005	21	17
900	Letter of C. T. Collings to M. Maxon, Dec. 15, 1902.	do	12	1005	21	18
901	Letter of C. T. Collings to Chas. Kercher, June 19, 1902.	do	12	1005	21	18
902	Letter of D. P. Sanford to Chas. Kercher, July 2, 1901.	do	12	1006	21	19
903	Letter of D. P. Sanford to Chas. Kercher, Jan. 16, 1901.	do	12	1006	21	20
904	Letter of D. P. Sanford to Chas. Kercher, —— 23, 1900.	do	12	1006	21	21
905	Letter of R. E. Lashley to F. L. Hibbs, Oct. 14, 1903.	Lashley	12	1018	21	22
906	Letter of R. E. Lashley to F. L. Hibbs, Sept. 10, 1903.	do	12	1018	21	27
907	Letter of J. L. Trann to F. L. Hibbs, Aug. 19, 1904.	Trann	12	1033	21	28
908	Letter of J. L. Trann to refined oil salesmen, Aug. 6, 1904.	do	12	1035	21	29
909	Letter of J. L. Trann to F. L. Hibbs, Mar. 16, 1904.	do	12	1035	21	30
910	Letter of J. L. Trann to F. L. Hibbs, July 19, 1904.	do	12	1035	21	30
911	Letter of J. L. Trann to F. L. Hibbs, Oct. 17, 1904.	do	12	1035	21	31
912	Letter of J. L. Trann to F. L. Hibbs, Dec. 29, 1904, entitled "Situation at Brimfield."	do	12	1040	21	32
913	Letter of J. L. Trann to F. L. Hibbs, Aug. 17, 1904, entitled "Future orders."	do	12	1042	21	33
914	Letter of J. L. Trann to F. L. Hibbs, June 23, 1904, entitled "Galva situation."	do	12	1042	21	34

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915	Tank-wagon tickets: Sale by Standard Oil Co., Falls Church, Va., Nov. 20, 1901.	Parsells.....	13	1193	21	35
916	Sale by Standard Oil Co., Falls Church, Va., Dec. 11, 1901.	.....do.....	13	1194	21	36
917	Sale by Standard Oil Co., Falls Church, Va., Oct. 2, 190–.	.....do.....	13	1194	21	37
917½	Report of W. E. Hazelgrove and W. G. Quarles, committee, to the officers and members of the Retail Merchants' Association, Richmond, Va., Feb. 27, 1905.	.....	13	1278	21	38
918	Subpœna duces tecum served on Crittenden T. Collings.	Collings.....	13	1430	21	39
919	Memorandum of prices of oil at Atlanta, Ga.	.....do.....	13	1434	21	44
920	Confirmation of telegram from J. F. Bukey to W. R. Barksdale.	Johnson.....	13	1461	21	44
921	Letter of J. W. Hoag to S. K. Brusman.	Brusman.....	13	1486	21	45
922	Tank-wagon tickets: Sale by Standard Oil Co., Lorain, Ohio, Aug. 19, 1904.	Mills.....	13	1496	21	46
923	Sale by Standard Oil Co., Lorain, Ohio, July 17, 1904.	.....do.....	13	1496	21	47
924	Sale by Standard Oil Co., Lorain, Ohio, June 14, 1904.	.....do.....	13	1496	21	48
925	Sale by Columbia Refining Co., Lorain, Ohio, Sept. 15, 1904.	Potter.....	13	1507	21	49
926	Affidavit of S. K. Brusman, dated June 8, 1905.	Brusman.....	13	1489	21	50
927	List of competing refining concerns selling oil in Ohio.	Squire.....	13	1577	21	52
928	New York Central & Hudson River R. R.: Rate order, Sept. 29, 1905, Buffalo to Norwood, N. Y., 12 cents.	Felton.....	14	1626	21	53
929	Missouri Pacific Ry.: Tariff 16–A, St. Louis, etc., to stations in Louisiana, June 3, 1898.	Stith.....	14	1994	21	54

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931–A to 931–C	Correspondence between Auditor of Interstate Commerce Commission and Chicago & Alton Ry.	.....do.....	14	2022	21	64
932–A to 932–I	Correspondence between Auditor of Interstate Commerce Commission and Chicago, Milwaukee & St. Paul Ry.	.....do.....	15	2118	21	66
933	Central Vermont Ry.: Tariff A–336, from New London, Conn., to Burlington, Vt.	Shubert.....	15	2192	21	70
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934	Letter from M. T. Donovan to Herbert Knox Smith, Aug. 22, 1905.	Johnson.....	15	2258	21	71
935	Letter from M. T. Donovan to Herbert Knox Smith, Aug. 28, 1905.	.....do.....	15	2259	21	76
936–A to 936–H	Tank-wagon tickets, sales by Standard Oil Co. to H. W. Offutt, Washington, D. C.	Barker.....	15	2401	21	78
937	Letter of Southern Oil Co. to Cooper Bros., Winchester, Va.	Blaustein....	15	2579–83	21	86
938	Letter head of Southern Oil Co.....	.....do.....	15	2583	21	86
939	Contract between Eagle Oil Co. and John B. Buettner, Baltimore, Md.	.....do.....	16	2596	21	87
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941	Net earnings, depreciation, and net value of assets of Standard Oil trustees and companies, 1883–1896.	.....do.....	16	3212, 3	21	90
942	General balance sheets of the Standard Oil interests (20 companies) 1893–1896.	.....do.....	16	3212, 3	21	91
943	Transcript of docket entries in case of Standard Oil Co. *v.* Scofield et al.	.....	16	3223	21	96
944	Agreement between Union Oil Co. and Pacific Coast Oil Co.	H. M. Tilford.	17	3514	21	101

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946	Contract between W. J. Young and T. N. Barnsdall.	.....	17	3646	21	109
947	Do	.....	17	3646	21	115
948	Tank-wagon ticket, sale by Dixie Oil Works at Durham, N. C., Aug. 29, 1904.	Fehsenfeld...	20	147	21	125
949	Tank-wagon ticket, sale by Standard Oil Co. at Durham, N. C., July 5, 1904.	.....do.....	20	147	21	126
950	Tank-wagon ticket, sale by Standard Oil Co. to J. W. Harris & Co., Aug. 26, 1904.	.....do.....	20	147	21	127
951	Tank-wagon ticket, sale by Standard Oil Co. to W. J. Harris & Sons, Aug. 23, 1904.	.....do.....	20	147	21	128
952	Subpœna duces tecum served on Christian Dredger.	Dredger.....	20	241	21	130
953	(For identification; not offered.)					
954	Do.					
955	Do.					
956	Quotations of Illinois crude oil, 1901–1907.	.....do.....	20	242	21	131
957	Quotations of Midcontinent crude oil, 1901–1907.	.....do.....	20	242	21	131
958	Net stocks of Pennsylvania crude oil held by Standard pipe lines, 1886–1907.	.....do.....	20	243	21	132
959	Net stocks of Kansas crude oil held by Standard pipe lines, 1900–1907.	.....do.....	20	243	21	132
960	Net stocks of Illinois crude oil held by Standard pipe lines, 1906–1907.	.....do.....	20	243	21	132
961	Percentage of Water White oil delivered by Standard Oil Co. by "tank wagon" and in "barrels, bulk, and cases," respectively, 1904.	.....do.....	20	243	21	133
962	Approximate margins of profit on "tank-wagon" Water White oil in the United States, 1904.	.....do.....	20	244	21	133

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964	Working map of Kansas-Whiting line of Prairie Oil & Gas Co.	.....do.....	20	245	(a)	(a)
	Charts showing pipes between the several stations:					
965	Indiana Pipe Line Co.....	.....do.....	20	245	(a)	(a)
966	Buckeye Pipe Line Co., Lima division.	.....do.....	20	245	(a)	(a)
967	Buckeye Pipe Line Co., Cygnet division.	.....do.....	20	245	(a)	(a)
968	Northern Pipe Line Co.....	.....do.....	20	245	(a)	(a)
969	South-West Pennsylvania pipe lines.	.....do.....	20	245	(a)	(a)
970	Eureka Pipe Line Co., West Virginia-Pennsylvania state line to Morgantown.	.....do.....	20	245	(a)	(a)
971	Eureka Pipe Line Co., Morgantown to West Virginia-Pennsylvania state line.	.....do.....	20	245	(a)	(a)
972	Southern Pipe Line Co.....	.....do.....	20	245	(a)	(a)
973	New York Transit Co.....	.....do.....	20	245	(a)	(a)
974	National Transit Co.....	.....do.....	20	245	(a)	(a)
975	Crescent Pipe Line Co.....	.....do.....	20	245	(a)	(a)
976	Standard Oil Co. of New Jersey..	.....do.....	20	245	(a)	(a)
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977	Production and prices, Pennsylvania, Lima-Indiana, Midcontinent, and Illinois fields, 1885–1907.	Durand.....	20	245	21	136
978	Stocks of Appalachian, Lima-Indiana, Midcontinent, and Illinois crude, and average prices of Pennsylvania and Lima crude, 1885–1907.	.....do.....	20	246	21	138
979	Commodities—Relative prices according to Dun's index number and Bureau of Labor index number.	.....do.....	20	247	21	139

[a] Not printed.

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981	Chart of prices covered by Exhibit 980.	.....do.....	20	249	21	Facing 140
982	Prices of Water White oil and various other commodities for 1906 compared with 1895, and for 1903–1906 compared with 1895–1898.	.....do.....	20	250	21	141
983	Prices of Water White oil and various other commodities for 1906 compared with 1895, and for 1903–1906 compared with 1895–1898.	.....do.....	20	251	21	142
984	Paraffin wax—Annual exports and average price, 1890–1906.	.....do.....	20	252	21	143
985	Average prices of refined oil and naphtha combined, and of refined oil, naphtha, and paraffin wax combined, 1895–1906.	.....do.....	20	252	21	144
986	Average price of Water White oil and naphtha, combined, in comparison with relative price of 258 commodities, 1895–1906.	.....do.....	20	253	21	145
987	Chart of prices covered by Exhibit 986.	.....do.....	20	253	21	Facing 146
988	Refined oil—Average prices in domestic trade, 1895–1906, reduced to 1895 basis and compared with 1897.	.....do.....	20	253	21	147
989	Naphtha—Average prices in domestic trade, 1895–1906, reduced to 1895 basis and compared with 1897.	.....do.....	20	254	21	147
	Pipe lines:					
990	Chart showing number of pipes in each section of various trunk lines.	Towl.....	20	310	(a)	(a)

[a] Not printed.

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991	Chart showing number of pipes in each section, Standard Oil Co. of New Jersey.	Towl.....	20	316	(a)	(a)
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992-B	Batches of Indiana oil transported by Indiana Pipe Line Co. from Preble, Ind., 1906–1908.	.....do.....	20	337–340	21	148
992-C	Batches of Kansas oil transported by Indiana Pipe Line Co. from Preble, Ind., 1906–1908.	.....do.....	20	337–340	21	148
993	Batches of oil pumped by the Buckeye Pipe Line Co. from Cygnet, Ohio, 1905–1908.	.....do.....	20	340	21	150
994	Batches of oil pumped through the Northern Pipe Line from the Pennsylvania-Ohio state line, 1905–1908.	.....do.....	20	340	21	152
995	Batches of Lima grade oil received and pumped through New York division of New York Transit Co. from Olean, N. Y., 1905–1908.	.....do.....	20	340	21	154
996	Batches of oil other than Lima grade pumped through New York division of New York Transit Co., 1905–1908.	.....do.....	20	340	21	155
997	Batches of oil pumped by the Southern Pipe Line Co. from Morgantown, W. Va., 1905–1908.	.....do.....	20	340	21	156
998	Batches of oil pumped by National Transit Co. from Millway, Pa., via Millway and Centerbridge division, 1905–1908.	.....do.....	20	340	21	160
999	Batches of oil pumped by National Transit Co. from Millway, Pa., via Fawn Grove branch, 1904–1908.	.....do.....	20	340	21	163

(a) Not printed.

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1000	Batches of oil pumped through the Pennsylvania division of the National Transit Co., from Colegrove, Pa., 1905–1908.	Pilkington...	20	340	21	163
1001	Batches of oil pumped through the Crescent Pipe Line from Greggs, Pa., 1905–1908.	.....do.....	20	340	21	164
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1007	Batches of oil transported by South West Pennsylvania Pipe Lines and delivered to Crescent Pipe Line Co., 1905–1908.	Pilkington....	20	346	21	198
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1009	Mixtures of oil delivered by Southern Pipe Line at Philadelphia, 1908.	.....do.....	20	357	21	202
1010	Subpœna served on W. W. Pilkington.	.....do.....	20	359	21	204
	Chicago & Eastern Illinois R. R.:					
1011	Tariff 10084, Dolton to Grand Junction, Sept. 15, 1907, with pencil corrections and pencil memorandum addressed "Mr. Carpenter" and signed "Wm. C."	Reilly.....	20	368	21	Facing 206
1012	Memorandum addressed "Wm. C." and signed "S. J. C.," dated 2/4, and memorandum addressed "Mr. Campbell" and signed "B. H. H.," dated 2/4/98.	.....do.....	20	369	21	Facing 206

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1014	Memorandum marked T 6899, beginning "Reinstate tariff on oil to Grand Junction, Tenn.," etc.	.....do.....	20	369	21	Facing 206
1015	Memorandum addressed "H. H. R." and signed "Wm. C.," dated 9/28/97.	.....do.....	20	369	21	Facing 206
1016	Erie Railroad: Tariff A-114, Cleveland, etc., to eastern points, Mar. 12, 1896.	Witzel.....	20	376	21	207
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1017	Letter from general freight agent to F. P. Jeffries, Evansville & Terre Haute R. R., Feb. 5, 1898.	Reilly.....	20	406	21	210
1018	Letter from general freight agent to F. P. Jeffries, Evansville & Terre Haute R. R. Feb. 3, 1898.	.....do.....	20	407	21	210
1019	Memorandum signed "Wm. C.," dated 1/25/98.	.....do.....	20	407	21	Facing 210
1020	Memorandum addressed "Wm. C." and signed "S. J. C.," dated 1/24.	.....do.....	20	407	21	Facing 210
1021	Cancellation notice 330, cancelling Tariff 10084, Dolton to Grand Junction, Feb. 1, 1898.	.....do.....	20	407	21	211
1022	Letter from F. P. Jeffries, Evansville & Terre Haute R. R., to William Campbell, Jan. 24, 1898.	.....do.....	20	408	21	211
1023	Telegram from William Campbell to Auditor, Interstate Commerce Commission, Jan. 22, 1898.	.....do.....	20	409	21	212
1024	Memorandum addressed "H. H. R." and signed "Wm. C." 1/21/98.	.....do.....	20	409	21	212

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1026	Telegram from W. D. Hurlbut to William Campbell, Jan. 21, 1898.	.....do.....	20	410	21	213
1027	Letter from general freight agent to E. P. Broughton, general superintendent, Jan. 21, 1898.	.....do.....	20	410	21	213
1028	Letter from general freight agent to F. P. Jeffries, Evansville & Terre Haute R. R. Jan. 21, 1898.	.....do.....	20	410	21	214
1029	Telegram from Wm. Campbell to W. D. Hurlbut, Illinois Central R. R., Jan. 21, 1898.	.....do.....	20	410	21	214
1030	Telegram from W. D. Hurlbut to Wm. Campbell.	.....do.....	20	411	21	214
1031	Letter to L. L. Hyde, A.G.F.A., Cincinnati, Aug. 17, 1897.	.....do.....	20	411	21	215
1032	Letter from assistant general freight agent to H. A. Rubidge, auditor, July 23, 1897.	.....do.....	20	411	21	215
1033	Letter from general freight agent to H. A. Rubidge, auditor, July 26, 1897.	.....do.....	20	411	21	216
1034	Carbon copy of letter from general freight agent to A. M. Richards, commercial agent, Chicago Heights, Ill., July 26, 1897.	.....do.....	20	412	21	216
1035	Letter from H. A. Rubidge, auditor, to H. H. Rhodes, assistant general freight agent, July 24, 1897.	.....do.....	20	412	21	217
1036	Central Vermont Ry.: Letter from T. B. Westgate, American Oil Works, to Central Vermont Ry., May 26, 1905.	.....	20	423	21	218

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1042	Average price received for export deliveries by seaboard refineries of Standard by months, 1903–1906.	.....	20	476	21	223
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1043	Comparison of total production with production of Standard Oil Co., by districts, 1902–1906.	.....	20	476	21	224
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929	Missouri Pacific Tariff 16–A, St. Louis to stations in Louisiana, June 3, 1898.	Stith.....	14	1994	21	54
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261	Balance sheet, 1906.....	.....do.....	2	610	7	490
262	McDonald, James, items in balance sheets regarding.	.....do.....	2	610	7	493
348 349	McDonald, James, ledger account and journal entries regarding.	Brainerd.....	2	852	8	862–866
263	Profit-and-loss accounts, 1899–1905.	Fay.....	2	615	7	494
400	Profits and losses of Standard Oil Co. of New York on consignments of refined oil to.	.....do.....	3	1420	8	1017
11	Stocks of other companies held by.	.....do.....	1	48	7	33
472	Ann Arbor R. R.: Results of lubrication by Galena Signal Oil Co.	Steinbrenner.	3	1469	9	1314
696	Arthur, W. D., Union, S. C.: Letter to Standard Oil Co.	Wootten.....	5	2122	10	1764
	Assets:					
10	Standard Oil Co. of New Jersey, 1899–1906.	Fay.....	1	40–45	7	32
259	Standard Oil Trust, 1882–1891..	.....do.....	2	606	7	487
941	Standard Oil Trust and subsidiary companies, 1883–1896.	Rockefeller..	16	3212	21	90
12	Subsidiary companies, 1899–1906 (arranged alphabetically). (*See also* under names of separate companies.)	Fay	1	52	7	36
	Atchison, Topeka & Santa Fe R. R.:					
131 132 407	Results of lubrication by Galena Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	295 1025
669	Letter of instructions, No. 188, naming rate from Redondo to Los Angeles.	Earl.....	5	2081	10	1741
668	Waybill of shipment from Redondo to Los Angeles.	Durand.....	5	2080	10	Facing 1739
670	List of claims of Pacific Coast Oil Co., covering shipments from Redondo to Los Angeles.	Schindler....	5	2083	10	1741

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851	Memorandum of contracts with Galena Signal Oil Co.	.....	11	372	10	1919
919	Atlanta, Ga.: Memorandum of prices of oil at.	Collings	13	1434	21	44
133	Atlantic Coast Line: Results of lubrication by Galena Signal Oil Co.	Steinbrenner.	1	427	7	296
408			3	1468	9	1035
	Atlantic Refining Co.:					
272	Balance sheets, 1899–1906.....	Fay.....	2	616	8	520
353	Competitors, lists of shipments by.	Cutler.....	2	856	8	874
354						875
355	Distribution of competitive deliveries, August, 1907.	.....do.....	2	856	8	876
280	List of stockholders, annual, 1893–1900.	White.....	2	621	8	581
350	Refined oil, prices and margins at individual towns.	Cutler.....	2	855	8	Facing 868
352	Sales, expenses, and profits by classes of products and divisions.	.....do.....	2	856	8	870
751	Austin, John D.: Letters to Red "C" Oil Manufacturing Co.	Fehsenfeld...	5	2305	10	1799
752				2306		
814	Baldwin, S. Y.: Letter to T. B. Westgate.	Westgate....	6	2873	10	1868
745	Baltimore, Md.: List of carload shipments by competitors into, Dec., 1902.	Armstrong...	5	2243	10	1794
	Baltimore & Ohio R. R.:					
118	Galena-Signal Oil Co., contracts with.	Steinbrenner.	1	417	7	240
737	List of shipments of Cooper Brothers over.	Armstrong...	5	2237	10	1791
134	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	296
409			3	1468	9	1039
135	Baltimore & Ohio Southwestern R. R.: Results of lubrication by Galena-Signal Oil Co.	....do.....	1	427	7	297
410			3	1468	9	1044
726	Baltimore & Potomac R. R.: List of shipments over.	Armstrong...	5	2231	10	1787

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734	Baltimore, Chesapeake & Atlantic Ry.: Lists of shipments over.	Armstrong...	5	2236	10	1791
473	Bangor & Aroostook R. R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1315
920	Barksdale, W. R.: Confirmation of telegram from J. F. Bukey.	Johnson.....	13	1461	21	44
401	Barnsdall, T. N.: Statement of account with Standard Oil Co. of New York.	Wm. Rockefeller.	3	1425	9	1019
946 947	Contracts with W. J. Young....	.....	17	3646	21	109 115
804	Bartlett, G.W.: Letter from S. Goodman.	Westgate....	6	2862	10	1849
715	Bay Line: Lists of shipments via...	Armstrong...	5	2223	10	Facing 1781
703	Beasley, Lee, Greenville, S. C.: Letter to.	Wootten.....	5	2124	10	1770
704	Beckman, W. S., Laurens, S. C.: Letter to.	.....do.....	5	2124	10	1770
754	Bender, Charles W.: Letter to W. A. Britton.....	Fehsenfeld...	5	2322	10	1801
756	Letter to K. Berlin.....	.....do.....	5	2323	10	1803
756	Berlin, K.: Letter from Charles W. Bender.	.....do.....	5	2323	10	1803
136	Bessemer & Lake Erie R. R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	297
676	Bogardus, Edgar: Letter to Chicago & Eastern Illinois R. R.	Durand.....	5	2091	10	1744
249	Borne-Scrymser Co.: Contract with African lines.	Barber.....	1	490	7	416
621	Boston & Maine R. R.: Comparison of rates from Toledo, Cleveland, and Oil City to points on, with rates to Boston.	Schindler....	4	1737	10	1618
119	Galena-Signal Oil Co., contracts with.	Steinbrenner.	1	423	7	253
137 411	Results of lubrication by Galena-Signal Oil Co.	...do.....	1 3	427 1468	7 9	298 1048

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934 935	Letters from M. T. Donovan to Herbert Knox Smith.	Johnson.....	15	2258 2259	21	71, 76
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754	Britton, W. A.: Letter from Charles W. Bender.	Fehsenfeld...	5	2322	10	1801
	Broughton, E. P. (*See* Chicago & Eastern Illinois R. R.)					
811	Brown, George A.: Letters to American Oil Works.	Westgate.....	6	2869	10	1863
915 to 917	Brown, J. W.: Tank-wagon tickets showing sales of oil to.	Parsells.....	13	1193 1194	21	35–37
	Brusman, S. K.:					
828	Letter from J. W. Hoag.....	Castle.....	6	3035	10	1884
921	Letter from J. W. Hoag.....	Brusman....	13	1486	21	45
926	Affidavit of, June 8, 1905.....	.....do.....	13	1489	21	50
	Buckeye Pipe Line Co.:					
59–66	Balance sheets and profit-and-loss accounts, 1899–1906.	Chesebro....	1	387	7	151–164
993	Batches of oil pumped from Cygnet, Ohio.	Pilkington...	20	340	21	150
966 967	Charts showing pipes between the several stations.	Towl.....	20	245	(a)	(a)
41	Tariff from Lima to Centerbridge	Crossland....	1	309	7	132
40	Tariff from Lima to Unionville..	.....do.....	1	309	7	130
42	Tariff from Ohio points to Philadelphia.	.....do.....	1	309	7	134
	Cygnet division—					
228 to 231	Earnings, expenses, and balance sheets, 1903–1906.	Chesebro.....	1	485	7	371–378
283	Summary of earnings, expenses, and assets, 1903–1906.	.....do.....	2	877	8	590
	Lima division—					
238	Earnings, expenses, trial balance, and inventory, 1905.	.....do.....	1	487	7	396

[a] Not printed.

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240	Analysis of earnings, 1906..	.....do.....	1	488	7	401
239	Earnings, expenses, trial balance, and inventory, 1905.	.....do.....	1	487	7	399
290	Summary of earnings, expenses, and assets, 1905.	.....do.....	2	879	8	608
939	Buettner, John B., Baltimore: Contract with Eagle Oil Co.	Blaustein....	16	2596	21	87
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610	Comparison of rates to, from Olean and competing points.	Schindler....	4	1715	10	1594
820 841 to 845	Tariffs of New York Central R. R., naming rates from, to points in Quebec.	Westgate....	6	2876 3150	10	1872 1898– 1906
821 846 to 849	Tariffs of New York Central R. R., naming rates from, to points in Ontario.	Westgate	6	2877 3150	10	1874 1908– 1916
1038	Rates on oil to Boston.....	Schindler....	20	430	21	220
928	Rate from, to Norwood, N. Y., New York Central R.R.	Felton.....	14	1626	21	53
139	Buffalo & Susquehanna R.R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	299
138 412	Buffalo, Rochester & Pittsburg Ry.: Results of lubrication by Galena-Signal Oil Co.	....do.....	1 3	427 1468	7 9	298 1053
920	Bukey, J. F.: Confirmation of telegram to W. R. Barksdale.	Johnson.....	13	1461	21	44
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618	Schedule furnished by Rutland R.R. to.	Schindler....	4	1727	10	1611
548	Statement of rates from Whiting to various points, furnished by Chicago & Eastern Illinois R.R.	Durand.....	4	1600	9	1454

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934, 935	Letters from Boston & Maine R. R. to.	Johnson.....	15	2258, 2259	21	71, 76
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763	Burke, Thomas H.: Letter to Chas. Farrell.	Farrell.....	5	2445	10	1810
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615, 617	Central Vermont Ry. tariffs naming rates from Norwood to.	Schindler....	4	1722–1723	10	1608–1610
611	Waybills and other documents covering transportation of car of oil from Olean to. (*See also* Central Vermont Ry.)	.....do.....	4	1716	10	Facing 1594
27	Bushnell, John: Letter to Tide-Water Pipe Co., 1891.	Benson.....	1	216	7	106
963	Bushnell, D. S.: Subpœna served on.	Towl.....	20	244	21	134
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31-A	Subsidiary companies.....	.....	1	283	7	114
31-B	Par value of shares.....	.....	3	1418	7	116
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835–837	Letters from Thomas Goodwillie.	Castle.....	6	3058, 3059	10	1893–1895
829	Letter to J. W. Hoag, Apr. 26, 1898.	.....do.....	6	3038	10	1886
	Central Freight Association Territory:					
655	Comparison of rates from Pittsburg, Oil City, Cleveland, Toledo, Marietta and Findlay to points in.	Boltz.....	5	2039	10	1696
671	Comparison of rates from Whiting, Toledo, Cleveland and Pittsburg to points in.	Schindler....	5	2085	10	1742
656	Comparison of rates on oil and class rates, from Cleveland to points in.	Boltz.....	5	2046	10	1699
657	Same from Chicago and Whiting.	.....do.....	5	2047	10	1702

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128, 507, 508	Contracts with Galena-Signal Oil Co.	Steinbrenner.	1, 3	423, 1469	7, 9	283, 1363, 1365
140, 413	Results of lubrication by Galena-Signal Oil Co.	....do.....	1, 3	427, 1468	7, 9	299, 1058
141, 414	Central R. R. of New Jersey: Results of lubrication by Galena-Signal Oil Co.	....do.....	1, 3	427, 1468	7, 9	300, 1060
14	Central Trust Co. trust certificates: Explanation of account.	Fay.....	1	56	7	49
	Central Vermont Ry.:					
667	Agent's relief voucher covering shipments from Burlington to various points, Dec., 1904.	Pool.....	5	2070, 2071	10	1737
624	Comparison of rates from Toledo, Cleveland, and Oil City, to points on, with rates from same points of origin to Boston.	Schindler....	4	1739	10	1621
1036	Letter from T. B. Westgate to, May 26, 1905.	.....	20	423	21	218
662	Correspondence between H. E. Felton and J. E. Dalrymple.	Pool.....	5	2067	10	1730
806	Letter from J. E. Dalrymple, general freight agent, to J. A. Murray.	Westgate....	6	2864	10	1852
807	Letter from J. E. Dalrymple to American Oil Works, Sept. 22, 1904.	.....do.....	6	2864	10	1853
808	Letter from J. E. Dalrymple to American Oil Works, June 2, 1905, inclosing class rates.	.....do.....	6	2865	10	1853
664, 665	Rates on oil and class rates from Burlington to various points.	Pool.....	5	2069, 2070	10	1734, 1735
661	Receipt covering shipment of oil from Burlington to St. Albans.	.....do.....	5	2064	10	1729
142, 415	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1, 3	427, 1468	7, 9	300, 1067

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660, 664, 665, 666	Special orders, memoranda and special rate advices naming rates from Burlington to various points.	Pool	5	2063, 2069, 2070	10	1721, 1734–1736
663	Special orders regarding shipments of oil from New London to Vermont points.	do	5	2067	10	1733
	Tariffs:					
615	A–18, Apr. 15, 1896, Norwood to Burlington.	Schindler	4	1722	10	1608
617	Y–5, Jan. 11, 1893, Norwood to Burlington.	do	4	1723	10	1610
933	A–336, New London, Conn., to Burlington, Vt., 12 cents.	Schubert	15	2192	21	70
805	Letter from Lake Shore & Michigan Southern R. R., inclosing class rates on.	Westgate	6	2862	10	1850
	Charts:					
965 to 976	Pipes between the several stations of Standard pipe lines.	Towl	20	245	....	(a)
981	Comparison of prices of water-white oil and various other commodities, covering same commodities as defendants' Exhibit No. 297.	Durand	20	249	21	Facing 140
987	Average price of oil and naphtha combined, in comparison with price of commodities, 1895–1906.	do	20	253	21	Facing 146
990	Pipe lines, number of pipes in each section of various trunk lines.	Towl	20	310	....	(a)
991	Pipe lines, number of pipes in each section, Standard Oil Co. of New Jersey.	do	20	316	....	(a)
830	Chase, Guy: Affidavit of service of notice to produce.	Castle	6	3045	10	1888
144, 417	Chesapeake & Ohio Ry.: Results of lubrication by Galena Signal Oil Co.	Steinbrenner.	1, 3	427, 1468	7, 9	301, 1074

[a] Not printed.

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143 416	Charleston & Western Carolina Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	301 1072
729	Charlotte, North Carolina: List of shipments of G. B. Hiss & Co. from.	Armstrong....	5	2234	10	1789
	Chicago & Alton Ry.:					
565 to 568	Collection vouchers from Whiting to East St. Louis and St. Louis.	Durand.....	4	1622–1624	9 10	1505–1513
931A to 931C	Correspondence with Interstate Commerce Commission regarding application sheet.	Pierpont.....	14	2022	21	64
	Distribution sheets:					
551	Covering tariff No. 10525....	Durand.....	4	1609	9	1470
559	Covering special billing order No. A–209.	Durand..... Hollands.....	4 16	1612 2815	9	1500
560	Covering special billing order A–447.	....do.....	4 16	1612 2815	9	1501
561	Covering special billing order No. A–772.	.....do.....	4 16	1612 2816	9	1502
145, 418	Results of lubrication by Galena Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	302 1079
	Special billing orders:					
552	No. A–209, Jan. 1, 1903, Chicago to East St. Louis, etc.	Durand.....	4	1611	9	1472
553	No. A–447, Jan. 1, 1904, Chicago to East St. Louis, etc.	.....do.....	4	1611	9	1472
554	No. A–772, Jan. 1, 1905, Chicago to East St. Louis.	.....do.....	4	1611	9	1473
555	No. A–1025, Mar. 30, 1905 Chicago to East St. Louis, etc.	.....do.....	4	1611	9	1473
556	No. A–1082, June 23, 1905, Chicago to East St. Louis, etc.	.....do.....	4	1611	9	1474
	Tariffs:					
549	I. C. C. No. 981, Aug. 13, 1901, application sheet.	.....do.....	4	1605	9	1464

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550	I. C. C. No. 1203, June 9, 1903, application sheet.	Steinbrenner.	4	1606	9	1466
557	No. 10525, Aug. 15, 1903....	.....do.....	4	1612	9	1475
653	Tariffs and billing orders, list of certain.	Harraman...	5	2023	10	1694
562–564	Waybills, covering shipments from Chappell to East St. Louis and St. Louis.	Durand.....	4	1620	9	Facing 1503
	Chicago & Eastern Illinois R. R.:					
675, 676	Correspondence with Standard Oil Co., Nov., 1904.	....do.....	5	2090, 2091	10	1744
	East St. Louis rate:					
580	Distribution sheet of Amendment No. 1 to G.F.D. 7986.	.....do.....	4	1636	10	1538
582½	Waybill from Whiting to East St. Louis.	.....do.....	4	1646	10	Facing 1545
583 584	Collection vouchers, shipments from Whiting to East St. Louis and St. Louis.	Durand.....	4	1649 1650 1653	10	1547 1553
	Evansville rate—					
525 to 528	Collection vouchers, shipments from Whiting to Evansville.	....do.....	4	1546 to 1552	9	1403 to 1416
531	List of towns taking 8½ and 6 cent rates.	.....do.....	4	1559	9	1420
530	Shipments from Whiting to Evansville, with freight charges at different rates.	.....do.....	4	1555	9	1418
524 529	Waybills from Whiting to Evansville.	....do.....	4	1544 1551	9	Facing 1402 1416
1040	Ford, J. S., auditor, subpœna served on.	Ford.....	20	463	21	221
	Grand Junction rate—					
538	Waybill Whiting to Grand Junction.	Durand.....	4	1572	9	Facing 1432
539	Letter from W. D. Hurlbut, Illinois Central R. R.	.....do.....	4	1576	9	1433
540	Letter to local agent at Dolton.	.....do.....	4	1576	9	1433

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541	Collection voucher 28988, covering shipments Whiting to Grand Junction.	Durand.....	4	1577	9	1434
546	Collection voucher 7548, covering shipments Whiting to Grand Junction.	.....do.....	4	1593	9	1445
147 419	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	303 1083
548	Statement of rates from Whiting to various points, furnished to Bureau of Corporations.	Durand.....	4	1600	9	1454
	Tariffs—					
520	I. C. C. No. 1250, July 6, 1903, application sheet.	.....do.....	4	1522	9	1395
521	No. 10167, Oct. 14, 1897, Whiting to Evansville, 8½ cents.	.....do.....	4	1536	9	1399
522	No. 14456, Apr. 1, 1901, Whiting to Evansville, 8½ cents.	.....do.....	4	1537	9	1400
523	Cancellation notice No. 2031, corrected Nov. 28, 1905, canceling 14456.	.....do.....	4	1537–8	9	1401
533	I. C. C. No. 394, Feb. 8, 1898, Dolton to Grand Junction, 13 cents.	.....do.....	4	1568	9	1424
576	No. 7441, Oct. 29, 1894, Dolton to East St. Louis, 6½ cents.	.....do.....	4	1633	10	1529
577	No. 8073, Oct. 14, 1895, Dolton to East St. Louis, 6½ cents.	.....do.....	4	1633	10	1530
578	No. 7986 (I. C. C. No. 10), Sept. 7, 1895, Chicago to East St. Louis, etc.	.....do.....	4	1634	10	1531
579	Amendment No. 1 to 7986, July 8, 1903, Dolton to East St. Louis, 6½ cents.	.....do.....	4	1636	10	1536
581	Amendment No. 2 to 7986, Dolton to East St. Louis, 10 cents.	.....do.....	4	1637	10	1543

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582	I. C. C. No. 1898, corrected Jan. 8, 1906, Chicago and Whiting to East St. Louis, 10 cents.	Durand.....	4	1638	10	1544
589	No. 5316, May 2, 1892, Whiting to Evansville, etc., 8½ cents.	.....do.....	4	1694	10	1566
590	No. 10207, Oct. 27, 1897, Whiting to Evansville, etc., 8½ cents.	.....do.....	4	1694	10	1567
591	No. 10300, Dec. 10, 1897, Whiting to Evansville, etc., 8½ cents.	.....do.....	4	1694	10	1568
823	No. 5038, Jan. 13, 1892, Whiting to Evansville, 9 cents.	.....do.....	6	2880	10	1877
1011	Tariff 10084, Dolton to Grand Junction, Sept. 15, 1907, with pencil memorandum thereon.	Reilly.....	20	368	21	Facing 206
1012	Memorandum from files of, dated Feb. 4, 1898.	.....do.....	20	369	21	Facing 206
1013	Memorandum from files of, dated Feb. 3, 1898.	.....do.....	20	369	21	Facing 206
1014	Memorandum from files of.....	.....do	20	369	21	Facing 206
1015	Memorandum from files of, dated Sept. 28, 1897.	.....do.....	20	369	21	Facing 206
1017	Letter from general freight agent to Evansville & Terre Haute R. R., Feb. 5, 1898.	.....do.....	20	406	21	210
1018	Letter from general freight agent to Evansville & Terre Haute R. R., Feb. 3, 1898.	.....do.....	20	407	21	210
1019	Memorandum from files of, dated Jan. 25, 1898.	.....do.....	20	407	21	Facing 210
1020	Memorandum from files of, dated Jan. 24, 1898.	.....do.....	20	407	21	Facing 210
1021	Cancellation notice 330, canceling tariff 10084, Dolton to Grand Junction.	.....do.....	20	407	21	211

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1022	Letter from Evansville & Terre Haute R. R. to, Jan. 24, 1898.	Reilly.....	20	408	21	211
1023	Telegram to auditor of Interstate Commerce Commission, Jan. 22, 1898.	.....do.....	20	409	21	212
1024	Memorandum from files of, Jan. 21, 1898.	.....do.....	20	409	21	212
1025	Memorandum from files of, Jan. 22, 1898.	.....do.....	20	410	21	Facing 212
1026	Telegram from Illinois Central R. R. to, Jan. 21, 1898.	.....do.....	20	410	21	213
1027	Letter from general freight agent to general superintendent, Jan. 21, 1898.	.....do.....	20	410	21	213
1028	Letter from general freight agent to Evansville & Terre Haute R. R., Jan. 21, 1898.	.....do.....	20	410	21	214
1029	Telegram from general freight agent to Illinois Central R. R., Jan. 21, 1898.	.....do.....	20	410	21	214
1030	Telegram from Illinois Central R. R. to, Jan. 21, 1898.	.....do.....	20	411	21	214
1031	Letter to L. L. Hyde, assistant general freight agent, Cincinnati, Aug. 17, 1897.	.....do.....	20	411	21	215
1032	Letter from assistant general freight agent to auditor, July 23, 1897.	.....do.....	20	411	21	215
1033	Letter from general freight agent to auditor, July 26, 1897.	.....do.....	20	411	21	216
1034	Letter from general freight agent to commercial agent, Chicago Heights, Ill., July 26, 1897.	.....do.....	20	412	21	216
1035	Letter from auditor to assistant general freight agent, July 24, 1897.	.....do.....	20	412	21	217
572	Chicago, Burlington & Quincy Ry.: Billing order No. 33, Jan. 1, 1900, Chicago to East St. Louis, 6 cents.	Durand	4	1628	10	1525

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930–A to 930–H	Correspondence with Interstate Commerce Commission regarding application sheets.	Pierpont....	14	2021	21	58
146, 421	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	302 1091
	Tariffs:					
569	I. C. C. No. 2965, May 24, 1901, application sheet.	Durand.....	4	1627	10	1516
570	I. C. C. No. 4721, Dec. 28, 1903, application sheet.	.....do.....	4	1627	10	1518
571	Amendment No. 3½ to I. C. C. 4721, May 1, 1904.	.....do.....	4	1627	10	1524
573	Special tariff No. 1059, Jan. 1, 1904, Chicago to East St. Louis, 6 cents.	.....do.....	4	1628	10	1526
574	No. 3102, Jan. 1, 1905, Chicago to East St. Louis, 6 cents.	.....do.....	4	1628	10	1527
653	Tariffs and billing orders, list of certain.	Harraman...	5	2023	10	1694
575	Waybill, Chicago to East St. Louis.	Durand.....	4	1630	10	Facing 1527
474	Chicago, Cincinnati & Louisville Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1315
	Chicago & Northwestern Ry.:					
122	Galena-Signal Oil Co., contract with.	.....do.....	1	423	7	264
151, 420	Results of lubrication by Galena-Signal Oil Co.	....do.....	1 3	427 1468	7 9	305 1087
558	Chicago & St. Louis Traffic Association: Tariff No. 24, May 15, 1899.	Durand.....	4	1612	9	1482
148, 422	Chicago-Great Western Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	303 1096
657	Chicago, Ill. (*see also* Whiting, Ind.): Rates on oil from, to points in Central Freight Association territory.	Boltz.....	5	2047	10	1702

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587	Rates on oil from, to Pacific coast terminal points.	Schindler....	4	1689	10	1564
1037	Rates on various commodities from, to East St. Louis, compared with rates from Pittsburg.	.....do.....	20	430	21	219
149	Chicago, Indianapolis & Louisville Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	304
475	Chicago Junction Ry.: Results of lubrication by Galena-Signal Oil Co.	.....do.....	3	1469	9	1316
476	Chicago, Lake Shore & Eastern Ry.: Results of lubrication by Galena-Signal Oil Co.	.....do.....	3	1469	9	1316
123	Chicago, Milwaukee & St. Paul Ry.: Galena-Signal Oil Co., contract with.	.....do.....	1	423	7	267
150, 423	Results of lubrication by Galena Signal Oil Co.	....do.....	1 3	427 1468	7 9	304 1100
932 A–I	Correspondence with Interstate Commerce Commission, regarding application sheets.	Pierpont.....	15	2118	21	66
477	Chicago, Peoria & St. Louis Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1316
424	Chicago, Rock Island & Pacific Ry.: Results of lubrication by Galena-Signal Oil Co.	.....do.....	3	1468	9	1105
129	Chicago, St. Paul, Minneapolis & Omaha Ry.: Galena-Signal Oil Co., contract with.	.....do.....	1	423	7	285
152, 425	Results of lubrication by Galena-Signal Oil Co.	....do.....	1 3	427 1468	7 9	305 1109
153, 426	Cincinnati, Hamilton & Dayton R. R.: Results of lubrication by Galena-Signal Oil Co.	....do.....	1 3	427 1468	7 9	306 1113
154, 427	Cincinnati, New Orleans & Texas Pacific Ry.: Results of lubrication by Galena-Signal Oil Co.	....do.....	1 3	427 1468	7 9	306 1118
743	Cissell, J. H., Colesville, Md.: Shipments to.	Armstrong....	5	2240	10	Facing 1792

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658	Clark, Fred G., Co. *v.* Lake Shore & Michigan Southern Ry. Co.: Opinion of Interstate Commerce Commission in.	Boltz	5	2060, 2061	10	1704
	Cleveland, Ohio:					
826	List of shipments of competitors from.	Castle	6	3033	10	1883
655	Rates from, to points in Central Freight Association and Trunk Line territory.	Boltz	5	2039	10	1696
656	Rates on oil and class rates from, to points in Central Freight Association territory.	do	5	2046	10	1699
671	Rates from, to Central Freight Association territory, compared with rates from Whiting.	Schindler	5	2085	10	1742
588	Rates from, to Mississippi River points.	do	4	1690	10	1565
621 to 625	Rates from, to New England points, compared with rates to Boston.	do	4	1737–1739	10	1618–1621
587	Rates from, to Pacific coast terminal points.	do	4	1689	10	1564
586	Rates from, to southern points.	do	4	1672	10	1558
478	Cleveland, Akron & Columbus Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner	3	1469	9	1317
155, 428	Cleveland, Cincinnati, Chicago & St. Louis Ry. and Peoria & Eastern R. R.: Results of lubrication by Galena-Signal Oil Co.	do	1 3	427 1468	7 9	307 1123
156	Cleveland, Lorain & Wheeling Ry.: Results of lubrication by Galena-Signal Oil Co.	do	1	427	7	307
815	Cole, Charles: Letter to American Oil Works.	Westgate	6	2873	10	1868
	Collings, C. T.:					
679	Letter to, Jan. 20, 1904	Wootten	5	2117	10	1747
680	Letter from, to R. N. Reed, Jan. 21, 1904.	do	5	2118	10	1748
681	Letter to, Jan. 22, 1904	do	5	2118	10	1749

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682	Letter from, to R. N. Reed, Jan. 23, 1904.	Wootten	5	2118	10	1750
683	Letter from, to R. N. Reed, Jan. 20, 1904.	do	5	2119	10	1751
684	Confirmation of telegram from, to R. N. Reed, Jan. 29, 1904.	do	5	2119	10	1752
685	Confirmation of telegram from, to R. N. Reed, Jan. 20, 1904.	do	5	2119	10	1752
690	Letter to, Jan. 27, 1904	do	5	2121	10	1758
692	Letter from, to R. N. Reed, Jan. 29, 1904.	do	5	2121	10	1761
693	Letter to, Feb. 2, 1904	do	5	2121	10	1762
695	Letter to, Feb. 3, 1904	do	5	2122	10	1763
700	Letter from, to R. N. Reed, Feb. 6, 1904.	do	5	2123	10	1767
701	Letter to, Feb. 8, 1904	do	5	2123	10	1768
702	Letter from, to R. N. Reed, Feb. 25, 1904.	do	5	2124	10	1769
705	Letter to, Mar. 1, 1904	do	5	2124	10	1771
709	Letter from, to R. N. Reed, Mar. 5, 1904.	do	5	2125	10	1774
710	Letter to, Mar. 12, 1904	do	5	2125 2126	10	1775
	Letters to Charles Kercher—					
772	Oct. 26, 1899	Kercher	6	2819	10	1823
783	May 29, 1902	do	6	2823	10	1836
784	July 30, 1902	do	6	2823	10	1836
797	Apr. 4, 1902	do	6	2830 2831	10	1845
799	July 3, 1902	do	6	2834	10	1846
801	July 14, 1902	do	6	2836	10	1847
802	Apr. 14, 1902	do	6	2838	10	1848
855	May 20, 1902	Collings	12	941	12	[a] 941
857	May 6, 1902	do	12	946	21	2

[a] Copied into record in connection with testimony of witness.

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899	May 5, 1902	Collings	12	1005	21	17
901	June 19, 1902	do	12	1005	21	18
858	Telegram to Chas. Kercher, Jan. 16, 1902.	do	12	975	12	a 975
898	Letter from M. Maxon, Nov. 10, 1899 (to C. T. Collins).	do	12	1002–1004	21	17
918	Subpoena duces tecum served on.	do	13	1430	21	39
640, 641	Collinsville, Conn.: Tank-wagon tickets showing sales of oil at.	Hisgen, Thos. L.	4	1825	10	1661
	Colonial Oil Co.:					
249	Contract with African Lines	Barber	1	490	7	416
357–360	Contracts with African Lines and correspondence regarding same.		2	888	8	878–882
157	Colorado Midland Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	308
	Commissioner of Corporations. (*See* Bureau of Corporations.)					
	Commodities:					
979	Relative prices according to Dun's index number and Bureau of Labor index number.	Durand	20	247	21	139
980 to 983	Comparison of prices of various, with prices of oil.	do	20	249–251	21	140–142
1037	Comparison of rates upon various, from Pittsburg and Chicago to East St. Louis.	Schindler	20	430	21	219
927	Competing concerns: Refining concerns selling oil in Ohio, list of. (*See also* Refined Oil; Shipments of Competitors.	Squire	13	1577	21	52
	Continental Oil Co.:					
269	Balance sheet, 1904	Fay	2	616	8	515
313	Competitors, list of shipments by	Tilford, H. M.	2	739	8	700
314	Refined oil and gasoline, sales and profits, 1907.	do	2	741	8	702

a Copied into record in connection with testimony of witness.

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	Continental Oil Co.—Continued.					
a311	Refined oil, prices and margins at individual stations.	Tilford, H. M.	2	739	8	664
15	Contingent account: Standard Oil Co. of New Jersey, 1905, analysis of.	Fay	1	56	7	50
	Cooper Bros.:					
937	Letter from Southern Oil Co.	Blaustein	15	2579–2583	21	86
732, 733, 737	Lists of shipments by	Armstrong	5	2235 2237	10	Facing 1791
	Corsicana Refining Co.:					
38	Agreement adopting name	Folger	1	299	7	123
363	Crude oil consumed and products manufactured, 1904.		3	1392	8	887
35, 36, 37	Partnership papers	Folger	1	298–9	7	120–123
34	Items in balance sheet of National Transit Co. regarding.	do	1	288	7	119
383	Cost of marketing refined oil and naphtha, average for Standard Oil Co., 1897–1906.	Dredger	3	1409	8	911
23	Court of common pleas, Crawford County, Pa.; opinion of.	Benson	1	206	7	89
	Crescent Pipe Line Co.:					
83	Balance sheet and profit-and-loss account, 1906.	Chesebro	1	386, 395	7	181
224–227	Earnings, expenses, and balance sheets, 1903–1906.	do	1	484, 485	7	363–369
287	Summary of earnings, expenses, and assets, 1903–1906.	do	2	878	8	603
975	Chart showing pipes between the several stations.	Towl	20	245	(b)	(b)
1001	Batches of oil pumped from Greggs, Pa.	Pilkington	20	340	21	164
284	Cross-town Pipe Line; earnings and expenses, 1903–1906.	Chesebro	2	877	8	592
	Crude oil:					
394	Consumption by Standard, Tidewater, Corsicana, Security, and United refineries, compared with total, 1904.	Dredger	3	1415	8	941

a Second number.

b Not printed.

Exhibit No.	Description of exhibits.	Witness.	Where introduced.		Printed exhibit appears at—	
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	Crude oil—Continued.					
363	Consumption by Corsicana Refining Co.	.....	3	1392	8	887
369	Consumption by Security Oil Co.	Bayne.....	3	1395	8	897
393	Consumption by Standard refineries.	.....	3	1414	8	940
392	Consumption by United Oil Co.	Dredger	3	1414	8	940
372	Production, annual, 1880–1906..	.....do.....	3	1397	8	900
376	Production, compared with runs of Standard, Tidewater, and Manhattan pipe lines.	.....do.....	3	1405	8	904
956	Illinois field, quotations of.....	.....do.....	20	242	21	131
957	Mid-continent field, quotations of.	.....do.....	20	242	21	131
	Net stocks held by Standard lines—					
958	Pennsylvania oil.....	.....do.....	20	243	21	132
959	Kansas oil.....	.....do.....	20	243	21	132
960	Illinois oil.....	.....do.....	20	243	21	132
977	Production and prices of Pennsylvania, Lima-Ind., Mid-continent, and Illinois fields, 1885–1907.	Durand.....	20	245	21	136
1043	Comparison of total production with production of Standard Oil Co., by districts, 1902–1906.	.....	20	476	21	224
1044	World's production, by countries, excluding United States, 1890–1905.	.....	20	476	21	225
	Cullinan, J. S. & Co.:					
38	Agreement changing name to Corsicana Refining Co.	Folger.....	1	299	7	123
36	Agreement for withdrawal of J. S. Cullinan.	.....do.....	1	299	7	122
35	Articles of copartnership.....	.....do.....	1	298	7	120
43	Cumberland Pipe Line Co., tariff from Licking River to Centerbridge.	Crossland....	1	309	7	136
	Curtis, T. H. (*see* Louisville & Nashville R. R.).					

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642	Danbury Grocery Co., telegram to Hisgen Bros.	Hisgen, Thos. L.	4	1832	10	1662
11	Danske Petroleums Aktieselskak, stocks of other companies held by.	Fay	1	48	7	33
769	Darby, Charles B., newspaper notice regarding, issued by Independent Oil Co.	Darby	5	2584 2585	10	1816
803	Davis, H. C., letter to American Oil Works.	Westgate	6	2862	10	1848
786	Day, J. R., agreement with Chas. Kercher.	Kercher	6	2824	10	1837
	Delaware, Lackawanna & Western R. R.:					
816	Letter from S. A. Jones to American Oil Works.	Westgate	6	2874	10	1869
159 430	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	309 1137
	Delaware & Hudson Co.:					
812	Letter from L. Snodgrass to T. B. Westgate.	Westgate	6	2872	10	1866
813	Letter to T. B. Westgate	do	6	2872	10	1867
814	Letter from S. Y. Baldwin to T. B. Westgate.	do	6	2873	10	1868
158 429	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	308 1128
160	Denver & Rio Grande and Rio Grande Western railroads, results of lubrication by Galena-Signal Oil Co.	do	1	427	7	309
161 431	Detroit, Toledo & Ironton Ry. (Detroit Southern), results of lubrication by Galena-Signal Oil Co.	do	1 3	427 1468	7 9	310 1141
303 305	Deutsch-Amerikanische Petroleum Gesellschaft: Balance sheets and profit-and-loss accounts, 1904-1906.	Brainerd	2	688	8	646–650
11	Stocks of other companies held by.	Fay	1	48	7	33
18	Directors, subsidiary companies, list of (companies arranged alphabetically).	Pratt	1	93	7	53

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	Dividends:					
10	Standard Oil Co. of New Jersey, 1899–1906.	Fay.....	1	40–45	7	32
259	Standard Oil Trust, 1882–1891..	.....do.....	2	606	7	487
252	Standard Oil Trust, ledger account of.	.....do.....	2	597	7	438
260	Subsidiary companies, journal entries regarding payment to Standard Oil Trust.	.....do.....	2	607	7	488
16	Subsidiary companies, leading, 1903 and 1906.	.....do.....	1	59, 60	7	51
398 399	Subsidiary companies, 20, payments by, 1892–1899.	....do.....	3	1418 1421	8	1012, facing 1016
	Dixie Oil Works:					
753	Letter of A. W. Wheeler, agent, to J. H. Kirkman.	Fehsenfeld...	5	2322	10	1800
754	Letter of Chas. W. Bender, manager, to W. A. Britton.	.....do.....	5	2322	10	1801
755	Letter to S. Henton Swank.....	.....do.....	5	2323	10	1802
756	Letter from Chas. W. Bender, manager, to K. Berlin.	.....do.....	5	2323	10	1803
757	Letter to Carson Ward.....	.....do.....	5	2323	10	1804
741	Dodson, H. C., St. Michaels, Md., shipments to.	Armstrong....	5	2240	10	Facing 1792
	Dolton, Illinois. (*See* Chicago & Eastern Illinois R. R.)					
817	Doyle, Peter C., letter to American Oil Works.	Westgate....	6	2874	10	1869
839	Drake, S. B., circular letter to agents of Standard Oil Co.	Gamerl.....	6	3143	10	1896
952	Dredger, Christian, subpœna duces tecum served on.	Dredger.....	20	241	21	130
689	Driver, B. O., Roanoke, Ala., letter to, Jan. 25, 1904.	Wootten.....	5	2120	10	1756
479	Duluth & Iron Range R. R., results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1317
480	Duluth, Missabe & Northern Ry., results of lubrication by Galena-Signal Oil Co.	.....do.....	3	1469	9	1318

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979	Dun's Index Number, relative prices, 1870–1906.	Durand.....	20	247	21	139
	Durham, N. C.:					
948	Tank-wagon ticket, sale by Dixie Oil Works.	Fehsenfeld...	20	147	21	125
949, 950, 951	Tank-wagon tickets, sales by Standard Oil Co.	....do.....	20	147	21	126–128
939	Eagle Oil Co., contract with John B. Buettner, Baltimore.	Blaustein....	16	2596	21	87
	Earnings:					
10	Standard Oil Co. of New Jersey, 1899–1906.	Fay.....	1	40–45	7	32
259	Standard Oil Trust, 1882–1891..	.....do.....	2	606	7	487
941	Standard Oil Trust and subsidiary companies, 1883–1896.	Rockefeller..	16	3212	21	90
12	Subsidiary companies, 1899–1906 (arranged alphabetically).	.....do.....	1	52	7	36
16	Subsidiary companies, leading, 1903 and 1906. *See also* under names of various companies.	.....do.....	1	59, 60	7	50
673	East Providence, R. I., comparison of rates on oil and class rates from.	Schindler....	5	286, 287	10	1743
	East St. Louis: (*See also* Chicago & Alton Ry.; Chicago & Eastern Illinois R. R.; Chicago, Burlington & Quincy Ry.; Chicago & St. Louis Traffic Association.)					
1037	Comparison of rates on various commodities from Pittsburg and Chicago to.	.....do.....	20	430	21	219
481	Elgin, Joliet & Eastern Ry., results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1318
	Elliott, W. C.: Letters from M. Maxon to—					
860	May 28, 1898.....	Collings.....	12	987	21	3
862	Feb. 24, 1900.....	.....do.....	12	989	21	3
863	Nov. 9, 1899.....	.....do.....	12	992	21	4
864	May 4, 1898.....	.....do.....	12	993	21	4

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866	May 12, 1898	Collings	12	994	21	5
868	May 12, 1898	do	12	993	21	6
870	May 16, 1898	do	12	994	21	7
871	May 24, 1898	do	12	995	21	8
873	Feb. 6, 1899	do	12	995	21	9
874	Dec. 19, 1899	do	12	995	21	9
877	Dec. 23, 1899	do	12	995	21	10
878	Dec. 26, 1899	do	12	995	21	11
879	Dec. 29, 1899	do	12	995	21	11
880	Dec. 30, 1899	do	12	995	21	11
881	Jan. 5, 1900	do	12	995	21	12
888	Aug. 31, 1898	do	12	996	21	14
891	Nov. 26, 1898	do	12	996	21	15
892	Dec. 14, 1898	do	12	996	21	15
893	Dec. 31, 1898	do	12	996	21	15
895	Jan. 9, 1899	do	12	996	21	16
	England. (*See* United Kingdom.)					
	Erie R. R.:					
124	Galena-Signal Oil Co., contracts with.	Steinbrenner.	1	423	7	270
815	Letter from Chas. Cole, division freight agent, to American Oil Works.	Westgate	6	2873	10	1868
162, 432	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	310 1144
1016	Tariff A–114, Cleveland, etc., to eastern points, March 12, 1896.	Witzel	20	376	21	307
	Eureka Pipe Line Co.:					
84–91	Balance sheets and profit-and-loss accounts, 1899–1906.	Chesebro	1	386 394	7	182–189
243	Earnings, expenses, and trial balance, 1905.	do	1	488	7	408

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390	Summary of earnings, expenses, and assets.	Chesebro.....	2	879	8	608
44	Tariff from West Virginia points to Centerbridge.	Crossland.....	1	309	7	138
970 971	Charts showing pipes between the several stations.	Towl.....	20	245	(a)	(a)
	Evans, G. E. (*See* Louisville & Nashville R. R.)					
	Evansville & Terre Haute Railway:					
163	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	311
1017 1018	Carbon copies of letters from Chicago & Eastern Illinois R. R.	Reilly.....	20	406 407	21	210
1022	Letter to Chicago & Eastern Illinois R. R.	.....do.....	20	408	21	211
1028	Carbon copy of letter from Chicago & Eastern Illinois R. R.	.....do.....	20	410	21	214
	Evansville, Ind. (*See* Chicago & Eastern Illinois R. R.)					
	Exports of refined oil:					
377	Standard Oil Co., compared with total.	Dredger.....	3	1406	8	904
1041	Export deliveries by Standard seaboard refineries, and average price, 1895–1906.	.....	20	476	21	222
1042	Average price for export deliveries by Standard seaboard refineries, by months, 1903–1906.	.....	20	476	21	223
915 to 917	Falls Church, Va., tank-wagon tickets showing sales to J. W. Brown.	Parsells.....	13	1193 1194	21	35-37
	Farrell, Chas.:					
763	Letter from Thos. H. Burke, June 26, 1899.	Farrell.....	5	2445	10	1810
759	Letter from Wm. Mason, April 17, 1899.	.....do.....	5	2440 to 2442	10	1805

[a] Not printed.

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	Farrell, Chas.—Continued.					
760 to 767	Unsigned letters to	Farrell	5	2442 to 2449	10	1807 to 1814
662	Felton, H. E., correspondence with Central Vermont Ry.	Pool	5	2067	10	1730
164	Florida East Coast Ry., results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	311
1005	Flagler, Henry M., affidavit in case of Standard Oil Co. *v.* Scofield, et al.		20	341	21	182
34	Folger, H. C., Jr., and Payne, C. N.: Items regarding, on balance sheet of National Transit Co.	Folger	1	288	7	119
	(*See also* Corsicana Refining Co.)					
	Ford, J. S.:					
675 676	Correspondence with Standard Oil Co., Nov. ,1904.	Durand	5	2090 2091	10	1744
1040	Subpoena served on	Ford	20	463	21	221
852	Franklin Manufacturing Co., letter of T. H. Curtis regarding claims of.	Curtis	12	616	10	1920
	Galena Oil Works, contracts with—listed under Galena-Signal Oil Co.					
	Galena Oil Co., contracts with—listed under Galena-Signal Oil Co.					
	Galena-Signal Oil Co.:					
517	Accounts receivable, detail of item in balance sheet for 1906.	Steinbrenner.	3	1469	9	1393
274	Balance sheets, 1904 and 1906	Fay	2	618	8	564
117	Railroads under contract, list of.	Steinbrenner.	1	413	7	235
131 to 211	Results of lubrication of specified railroads, arranged alphabetically.	do	1	427	7	295 to 335
408 to 491			3	1468 1469	9	1033 to 1323

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11	Stocks of other companies held by.	Fay	1	48	7	34
518	Waters-Pierce Oil Co., sales of lubricating oils to.	Steinbrenner.	3	1470	9	1394
471	Alabama & Vicksburg Ry., results of lubrication.	do	3	1469	9	1314
472	Ann Arbor R. R., results of lubrication.	do	3	1469	9	1314
	Atchison, Topeka & Santa Fe lines—					
131						
132	Results of lubrication	do	1	427	7	295
407			3	1468	9	1025
851	Memorandum of contracts with.		11	372	10	1919
133	Atlantic Coast Line, results of lubrication.	Steinbrenner.	1	427	7	296
408			3	1468	9	1035
	Baltimore & Ohio R. R.—					
118	Contracts with	do	1	417	7	240
134	Results of lubrication	do	1	427	7	296
409			3	1468	9	1035
135	Baltimore & Ohio Southwestern R. R., results of lubrication.	do	1	427	7	297
410			3	1468	9	1044
473	Bangor & Aroostook R. R., results of lubrication.	do	3	1469	9	1315
136	Bessemer & Lake Erie R. R., results of lubrication.	do	1	427	7	297
	Boston & Maine R. R.—					
119	Contracts with	do	1	423	7	253
137	Results of lubrication	do	1	427	7	298
411			3	1468	9	1048
138	Buffalo, Rochester & Pittsburg Ry., results of lubrication.	do	1	427	7	298
412			3	1468	9	1053
139	Buffalo & Susquehanna R. R., results of lubrication.	do	1	427	7	299
	Central of Georgia Ry.—					
128						283
507	Contracts with	do	1	423	7	1363
508			3	1469	9	to 1365

Exhibit No.	Description of exhibits.	Witness.	Where introduced. Vol.	Where introduced. Page.	Printed exhibit appears at— Vol.	Printed exhibit appears at— Page.
	Galena-Signal Oil Co.—Continued. Central of Georgia—Continued.					
140 413	Results of lubrication	Steinbrenner	1 3	427 1468	7 9	299 1058
141 414	Central R. R. of New Jersey, results of lubrication.	do	1 3	427 1468	7 9	300 1060
142 415	Central Vermont Ry., results of lubrication.	do	1 3	427 1468	7 9	300 1067
143 416	Charleston & Western Carolina Ry., results of lubrication.	do	1 3	427 1468	7 9	301 1072
144 417	Chesapeake & Ohio Ry., results of lubrication.	do	1 3	427 1468	7 9	301 1074
145 418	Chicago & Alton Ry., results of lubrication.	do	1 3	427 1468	7 9	302 1079
147 419	Chicago & Eastern Illinois Ry., results of lubrication.	do	1 3	427 1468	7 9	303 1083
122	Chicago & Northwestern Ry.—Contract with	do	1	423	7	264
151 420	Results of lubrication	do	1 3	427 1468	7 9	305 1087
146 421	Chicago, Burlington & Quincy Ry., results of lubrication.	do	1 3	427 1468	7 9	302 1091
474	Chicago, Cincinnati & Louisville Ry., results of lubrication.	do	3	1469	9	1315
148 422	Chicago-Great Western Ry., results of lubrication.	do	1 3	427 1468	7 9	303 1096
149	Chicago, Indianapolis & Louisville Ry., results of lubrication.	do	1	427	7	304
475	Chicago Junction Ry., results of lubrication:	do	3	1469	9	1316
476	Chicago, Lake Shore & Eastern Ry., results of lubrication.	do	3	1469	9	1316
150 423	Chicago, Milwaukee & St. Paul Ry.—Results of lubrication	do	1 3	427 1468	7 9	304 1100
123	Contract with	do	1	423	7	267
477	Chicago, Peoria & St. Louis Ry., results of lubrication.	do	3	1469	9	1316

Exhibit No.	Description of exhibits.	Witness.	Where introduced. Vol.	Where introduced. Page.	Printed exhibit appears at— Vol.	Printed exhibit appears at— Page.
	Galena-Signal Oil Co.—Continued.					
424	Chicago, Rock Island & Pacific Ry., results of lubrication.	Steinbrenner.	3	1468	9	1105
	Chicago, St. Paul, Minneapolis & Omaha Ry.—					
129	Contract with	do	1	423	7	285
152	Results of lubrication	do	1	427	7	305
425		do	3	1468	9	1109
153	Cincinnati, Hamilton & Dayton R. R., results of lubrication.	do	1	427	7	306
426		do	3	1468	9	1113
154	Cincinnati, New Orleans & Texas Pacific Ry., results of lubrication.	do	1	427	7	306
427		do	3	1468	9	1118
478	Cleveland, Akron & Columbus Ry., results of lubrication.	do	3	1469	9	1317
155	Cleveland, Cincinnati, Chicago & St. Louis Ry., and Peoria & Eastern R. R., results of lubrication.	do	1	427	7	307
428		do	3	1468	9	1123
156	Cleveland, Lorain & Wheeling Ry., results of lubrication.	do	1	427	7	307
157	Colorado Midland Ry., results of lubrication.	do	1	427	7	308
158	Delaware & Hudson Co., results of lubrication.	do	1	427	7	308
429		do	3	1468	9	1128
159	Delaware, Lackawanna & Western R. R., results of lubrication.	do	1	427	7	309
430		do	3	1468	9	1137
160	Denver & Rio Grande and Rio Grande Western railroads, results of lubrication.	do	1	427	7	309
161	Detroit, Toledo & Ironton Ry. (Detroit Southern), results of lubrication.	do	1	427	7	310
431		do	3	1468	9	1141
479	Duluth & Iron Range R. R., results of lubrication.	do	3	1469	9	1317
480	Duluth, Missabe & Northern Ry., results of lubrication.	do	3	1469	9	1318
481	Elgin, Joliet & Eastern Ry., results of lubrication.	do	3	1469	9	1318

Exhibit No.	Description of exhibits.	Witness.	Where introduced. Vol.	Where introduced. Page.	Printed exhibit appears at— Vol.	Printed exhibit appears at— Page.
	Galena-Signal Oil Co.—Continued.					
124	Erie R. R.— Contracts with	Steinbrenner.	1	423	7	270
162, 432	Results of lubrication	do	1, 3	427, 1468	7, 9	310, 1144
483	Erie & Wyoming Valley R. R., results of lubrication.	do	3	1469	9	1319
163	Evansville & Terre Haute Ry., results of lubrication.	do	1	427	7	311
164	Florida East Coast Railway, results of lubrication.	do	1	427	7	311
	Georgia R. R.—					
509 to 511	Contracts with	do	3	1469	9	1367 to 1374
482	Results of lubrication	do	3	1469	9	1319
433	Georgia Southern & Florida Ry., results of lubrication.	do	3	1468	9	1148
165	Grand Rapids & Indiana R. R., results of lubrication.	do	1	427	7	312
166, 434	Great Northern Ry., results of lubrication.	do	1, 3	427, 1468	7, 9	312, 1154
484	Gulf & Ship Island R. R., results of lubrication.	do	3	1469	9	1320
167	Gulf, Colorado & Santa Fe Ry., results of lubrjcation.	do	1	427	7	313
168, 435	Hocking Valley Ry., results of lubrication.	do	1, 3	427, 1468	7, 9	313, 1158
169, 436	Illinois Central Ry., results of lubrication.	do	1, 3	427, 1468	7, 9	314, 1162
485	Iowa Central Ry., results of lubrication.	do	3	1469	9	1320
170	Kansas City, Memphis & Birmingham R. R., results of lubrication.	do	1	427	7	314
171, 437	Kansas City, Pittsburg & Gulf R. R. (Kansas City Southern), results of lubrication.	do	1, 3	427, 1468	7, 9	315, 1166
172, 438	Lake Erie & Western Ry., results of lubrication.	do	1, 3	427, 1468	7, 9	315, 1171

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	Galena-Signal Oil Co.—Continued.					
173, 439	Lake Shore & Michigan Southern Ry., results of lubrication.	Steinbrenner.	1, 3	427, 1468	7, 9	316, 1175
174, 440	Lehigh Valley Ry., results of lubrication.	....do.....	1, 3	427, 1468	7, 9	316, 1179
175, 441	Long Island R. R., results of lubrication.	....do.....	1, 3	427, 1468	7, 9	317, 1184
	Louisville & Nashville R. R.—					
505, 506, 506½	Contracts with.....	.....do.....	3	1469	9	1354 to 1360
176, 442	Results of lubrication.....	.....do.....	1, 3	427, 1468	7, 9	317, 1188
852	Letter of T. H. Curtis regarding claims.	Curtis.....	12	616	10	1920
853	Letter of G. E. Evans to M. H. Smith and others.	.....do.....	12	619	10	1922
854	Report of delays to trains..	.....do.....	12	624	10	1922
486	Louisville, Henderson & St. Louis Ry., results of lubrication.	Steinbrenner.	3	1469	9	1321
177, 443	Maine Central Ry., results of lubrication.	....do.....	1, 3	427, 1468	7, 9	318, 1193
178, 444	Michigan Central Ry., results of lubrication.	....do.....	1, 3	427, 1468	7, 9	318, 1196
487	Minneapolis & St. Louis Ry.: Results of lubrication.	.....do.....	3	1469	9	1321
179, 445	Minneapolis, St. Paul & Sault Ste. Marie Ry.: Results of lubrication.	....do.....	1, 3	427, 1468	7, 9	319, 1199
180, 446	Mobile & Ohio R. R.: Results of lubrication.	....do.....	1, 3	427, 1468	7, 9	319, 1203
181, 447	Nashville, Chattanooga & St. Louis Ry.: Results of lubrication.	....do.....	1, 3	427, 1468	7, 9	320, 1207
448	New Orleans & Northeastern Ry.: Results of lubrication.	.....do.....	3	1468	9	1211
182, 449	New York Central & Hudson River R. R.: Results of lubrication.	....do.....	1, 3	427, 1468	7, 9	320, 1215

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	Galena-Signal Oil Co.—Continued.					
183, 450	New York, Chicago & St. Louis Ry.: Results of lubrication.	Steinbrenner.	1	427	7	321
			3	1468	9	1219
184, 451	New York, New Haven & Hartford R. R.: Results of lubrication.	do.	1	427	7	321
			3	1468	9	1222
185, 452	New York, Ontario & Western Ry.: Results of lubrication.	do.	1	427	7	322
			3	1468	9	1227
186, 453	New York, Susquehanna & Western Ry.: Results of lubrication.	do.	1	427	7	322
			3	1468	9	1232
	Norfolk & Western Ry.—					
512 to 516	Contracts with	do.	3	1469	9	1378–1390
187, 454	Results of lubrication	do.	1	427	7	323
			3	1468	9	1235
188, 455	Northern Pacific Ry.: Results of lubrication.	do.	1	427	7	323
			3	1468	9	1239
189, 456	Oregon Railroad & Navigation Co.: Results of lubrication.	do.	1	427	7	324
			3	1468	9	1244
190, 457	Oregon Short Line Ry.: Results of lubrication.	do.	1	427	7	324
			3	1468	9	1249
	Pennsylvania Co.—					
125, 493 to 496	Contracts with	do.	1	423	7	276
			3	1469	9	1326–1332
192, 459	Results of lubrication	do.	1	427	7	325
			3	1468	9	1259
	Pennsylvania R. R.—					
127	Contract with	do.	1	423	7	280
492	Letter to, Feb. 11, 1896	do.	3	1469	9	1324
191, 458, 822	Results of lubrication	do.	1	427	7	325
			3	1468	9	1254
		Durand	6	2881	10	1876
194, 462	Pere Marquette R. R.: Results of lubrication.	Steinbrenner.	1	427	7	326
			3	1468	9	1275
195, 461	Philadelphia & Reading Ry.: Results of lubrication.	do.	1	427	7	327
			3	1468	9	1269

Exhibit No.	Description of exhibits.	Witness.	Where introduced. Vol.	Where introduced. Page.	Printed exhibit appears at— Vol.	Printed exhibit appears at— Page.
	Galena-Signal Oil Co.—Continued. Pittsburg, Cincinnati, Chicago & St. Louis Ry.—					
126, 499 to 504	Contracts with	Steinbrenner.	1 3	423 1469	7 9	278 1340–1351
193, 460	Results of lubrication	do	1 3	427 1468	7 9	326 1264
488	Richmond, Fredericksburg & Potomac Ry.: Results of lubrication.	do	3	1469	9	1322
196	Rutland R. R.: Results of lubrication.	do	1	427	7	327
197	St. Joseph & Grand Island R. R.: Results of lubrication.	do	1	427	7	328
198	San Pedro, Los Angeles & Salt Lake R. R.: Results of lubrication.	do	1	427	7	328
199	Santa Fe, Prescott & Phoenix Ry.: Results of lubrication.	do	1	427	7	329
200, 463	Seaboard Air Line: Results of lubrication.	do	1 3	427 1468	7 9	329 1279
489	Southern Indiana Ry.: Results of lubrication.	do	3	1469	9	1322
201, 464	Southern Pacific Co., Atlantic System: Results of lubrication.	do	1 3	427 1468	7 9	330 1282
202, 465	Southern Pacific Co., Pacific System: Results of lubrication.	do	1 3	427 1468	7 9	330 1287
203, 466	Southern Railway: Results of lubrication.	do	1 3	427 1468	7 9	331 1292
204, 467	Toledo & Ohio Central Ry. and Kanawha & Michigan Ry.: Results of lubrication.	do	1 3	427 1468	7 9	331 1296
205, 468	Toledo, Peoria & Western Ry.: Results of lubrication.	do	1 3	427 1468	7 9	332 1301
206	Toledo, St. Louis & Western Ry.: Results of lubrication.	do	1	427	7	332

Exhibit No.	Description of exhibits.	Witness.	Where introduced. Vol.	Where introduced. Page.	Printed exhibit appears at— Vol.	Printed exhibit appears at— Page.
	Galena-Signal Oil Co.—Continued. Union Pacific R. R.—					
130	Contract with.....	Steinbrenner.	1	423	7	288
207 469	Results of lubrication.....	.....do.....	1 3	427 1468	7 9	333 1305
490	Vicksburg, Shreveport & Pacific Ry.: Results of lubrication.	.....do.....	3	1469	9	1323
208	Western Maryland R. R.: Results of lubrication.	.....do.....	1	427	7	333
491	West Virginia Central & Pittsburg Ry.: Results of lubrication.	.....do.....	3	1469	9	1323
209	Wheeling & Lake Erie Ry., Wabash-Pittsburg Terminal Ry., West Side Belt Ry.: Results of lubrication.	.....do.....	1	427	7	334
120	Wisconsin Central Ry.: Contracts with.	.....do.....	1	423	7	258
210	Wisconsin Central Ry.: Results of lubrication.	.....do.....	1	427	7	334
211 470	Yazoo & Mississippi Valley Ry.: Results of lubrication.	....do.....	1 3	427 1468	7 9	335 1310
838	Gamerl, F.: Letter from G. H. Winslow.	Gamerl.....	6	3138	10	1896
	Gasoline. (*See* Naphtha.)					
	Georgia:					
677	Circular regarding pending oil inspection bill in.	Wootten.....	5	2117	10	1745
678	Manuscript draft of circular....	.....do.....	5	2117	10	1746
	Georgia R. R.:					
509 to 511	Galena-Signal Oil Co., contracts with.	Steinbrenner.	3	1469	9	1367-1374
482	Results of lubrication by Galena-Signal Oil Co.	.....do.....	3	1469	9	1319
433	Georgia Southern & Florida Ry.: Results of lubrication by Galena-Signal Oil Co.	.....do.....	3	1468	9	1148
804	Goodman, S.: Letter to G. W. Bartlett.	Westgate....	6	2862	10	1849

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835 to 837	Goodwillie, Thomas: Letters to C. J. Castle.	Castle.....	6	3058 3059	10	1893–1895
545	Grand Junction rate combination: Comparison of rates based on Evansville and rates based on Grand Junction.	Durand.....	4	1590	9	1444
585	Shipments from Whiting to southern destinations, with rates and charges based on Evansville and Grand Junction combinations, respectively. (*See also* Chicago & Eastern Illinois R. R., Illinois Central R. R., Southern Ry.)	Schindler....	4	1666, 7	10	1556
165	Grand Rapids & Indiana R. R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	312
397	Great Britain. (*See* United Kingdom.)	Dredger.....	3	1417	8	1011
166 434	Great Northern Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	312 1154
697 698	Greenville, S. C.: Letters from Standard agent at.	Wootten.....	5	2123	10	1765 1766
484	Gulf & Ship Island R. R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1320
167	Gulf, Colorado & Santa Fe Ry.: Results of lubrication by Galena-Signal Oil Co.	.....do.....	1	427	7	313
800	Gunton, Robert, Evansville, Ind.: Copy of letter addressed to, July 3, 1902.	Kercher.....	6	2834	10	1847
950	Harris, J. W. & Co.: Tank-wagon ticket covering sale of oil by Standard to.	Fehsenfeld...	20	147	21	127
951	Harris, W. J. & Sons: Tank-wagon ticket covering sale of oil by Standard to.	.....do.....	20	147	21	128
636	Hartford, Conn.: Tank-wagon ticket, sale by Standard Oil Co.	Hisgen, Thos. L.	4	1 21	10	1660
917½	Hazelgrove, W. E.: Report to Retail Merchants' Association, Richmond, Va., regarding oil prices.	.....	13	1278	21	38

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	Hibbs, F. L.:					
905, 906	Letters from R. E. Lashley	Lashley	12	1018	21	22–27
907, 909, 914	Letters from J. L. Trann	Trann	12	1033–1042	21	28 to 34
642	Hisgen Bros.: Letter and telegram from E. C. Marsh, and telegram from Danbury Grocery Co.	Hisgen, Thos. L.	4	1832	10	1662
729	Hiss, G. B. & Co.: List of shipments of.	Armstrong	5	2234	10	1789
	Hoag, J. W.:					
827	Letter from— C. G. Taplin	Castle	6	3034	10	1883
829	C. J. Castle	do	6	3038	10	1886
828	Letter to S. K. Brusman	do	6	3035	10	1884
831 to 834	Letters from W. W. Stark, New American Oil Co.	do	6	3047, 3051	10	1889 to 1892
921	Letter to S. K. Brusman	Brusman	13	1486	21	45
168, 435	Hocking Valley Ry.: Results of lubrication by Galena Signal Co.	Steinbrenner	1 3	427 1468	7 9	313 1158
861	Holmes, James: Letter from M. Maxon, Feb. 22, 1900.	Collings	12	989	21	3
768	Home Safety Oil Co., Terre Haute, Ind.: Circular advertising.	Shea	5	2461	10	1816
787	Hults, S. H.: Agreement with Charles Kercher.	Kercher	6	2824	10	1838
	Hurlbut, W. D. (*See* Illinois Central R. R.)					
1031	Hyde, L. L., Cincinnati, Ohio: Letter from Chicago & Eastern Illinois R. R.	Reilly	20	411	21	215
539	Illinois Central Ry.: Letter from W. D. Hurlbut to Chicago & Eastern Illinois R. R.	Durand	4	1576	9	1433
169, 436	Results of lubrication by Galena Signal Oil Co.	Steinbrenner	1 3	427 1468	7 9	314 1162

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	Illinois Central Ry.—Continued.					
534	Tariff I. C. C. No. A–16, Feb. 11, 1896, Whiting to Grand Junction.	Durand	4	1571	9	1425
1026 1030	Telegrams from W. D. Hurlbut to Chicago & Eastern Illinois R. R.	Reilly	20	410 411	21	213 214
1029	Telegram from Chicago & Eastern Illinois R. R.	do	20	410	21	214
	Illinois crude oil:					
960	Net stocks held by Standard pipe lines.	Dredger	20	243	21	132
956	Quotations of	do	20	242	21	131
977	Production and prices	Durand	20	245	21	136
978	Stocks held by pipe lines	do	20	246	21	138
769	Independent Oil Co., Mansfield, Ohio, newspaper notice issued by, regarding Charles B. Darby.	Darby	5	2584 2585	10	1816
735	Independent Oil Co., Washington, D. C., list of shipments received by.	Armstrong	5	2236	10	Facing 1791
	Indiana Pipe Line Co.:					
75 to 82	Balance-sheets and profit-and-loss accounts, 1899–1906.	Chesebro	1	381	7	173 to 180
992-A 992-B 992-C	Batches of Illinois, Indiana and Kansas oil transported from Preble, Ind.	Pilkington	20	337 to 340	21	148
965	Chart showing pipe lines between the several stations.	Towl	20	245	(a)	(a)
45	Tariff from Griffith to Unionville.	Croesland	1	309	7	140
46	Tariff from Preble to Unionville	do	1	309	7	142
	Local division—					
237	Earnings, expenses, trial balance and inventory, 1905.	Chesebro	1	487	7	393
290	Summary of earnings, expenses, and assets, 1905.	do	2	879	8	608

[a] Not printed.

Exhibit No.	Description of exhibits.	Witness.	Where introduced.		Printed exhibit appears at—	
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	Indiana Pipe Line Co.—Continued.					
286	Trunk Line Division—Summary of earnings, expenses, and assets, 1903–1906.	Chesebro....	2	878	8	602
212 to 215	Earnings, expenses, and balance-sheets, 1903–1906.	....do.....	1	482 483	7	336 to 343
32	Indianapolis Gas Co., contract with Manhattan Oil Co.	.....	1	283	7	117
	Interstate Commerce Commission:					
658	Report and opinion in certain cases.	Boltz.....	5	2060, 1	10	1704
930 A–H	Correspondence with Chicago, Burlington & Quincy regard-application sheets.	Pierpont.....	14	2021	21	58
931 A–C	Correspondence with Chicago & Alton Ry., regarding application sheets.	....do.....	14	2022	21	64
932 A–I	Correspondence with Chicago, Milwaukee & St. Paul Ry., regarding application sheets.	....do.....	15	2118	21	66
1023	Telegram from Chicago & Eastern Illinois R. R.	Reilly.....	20	409	21	212
	Iowa Central Ry.:					
485	Results of lubrication by Galena Signal Oil Co.	Steinbrenner.	3	1469	9	1320
	James, L. H.—					
865 867 869 872	Letters from M. Maxon.....	Collings.....	12	993 to 995	21	5 to 9
	Jeffries, F. P. (*See* Evansville & Terre Haute R. R.)					
816	Jones, S. A.: Letter to American Oil Works.	Westgate.....	6	2874	10	1569
170	Kansas City, Memphis & Birmingham R. R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner	1	427	7	314
171 437	Kansas City, Pittsburg & Gulf R. R. (Kansas City Southern): Results of lubriaction by Galena-Signal Oil Co.	....do.....	1 3	427 1468	7 9	315 1166

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	Keith, W. R., Anderson, S. C.:					
694, 706	Letters to R. N. Reed	Wootten	5	2122, 2125	10	1763, 1772
707	Letter to	do	5	2125	10	1772
	Kercher, Charles:					
786	Agreement with J. R. Day, Aug. 11, 1902.	Kercher	6	2824	10	1837
787	Agreement with S. H. Hults, Aug. 11, 1902.	do	6	2824	10	1838
792	Bill of sale, John Maxon to, Nov. 27, 1899.	do	6	2828	10	1842
	Letters from—					
771	E. B. Stanley, Sept. 22, 1899	do	6	2811	10	1822
773	E. B. Stanley, Nov. 1, 1899	do	6	2820	10	1824
772	C. T. Collings, Oct. 26, 1899	do	6	2819	10	1823
858	Telegram from C. T. Collings, Jan. 16, 1902.	Collings	12	975	12	[a] 975
	Letters from—					
	C. T. Collings—					
797	Apr. 4, 1902	Kercher	6	2830, 1	10	1845
802	Apr. 14, 1902	do	6	2838	10	1848
899	May 5, 1902	Collings	12	1005	21	17
857	May 6, 1902	do	12	946	21	2
855	May 20, 1902	do	12	941	12	[a] 941
783	May 29, 1902	Kercher	6	2828	10	1836
901	June 19, 1902	Collings	12	1005	21	18
799	July 3, 1902	Kercher	6	2834	10	1846
801	July 14, 1902	do	6	2836	10	1847
784	July 30, 1902	do	6	2823	10	1836
	D. P. Sanford—					
774	Nov. 6, 1899	do	6	2820	10	1825
775	Nov. 11, 1899	do	6	2821	10	1826
776	Nov. 15, 1899	do	6	2821	10	1827
789	Dec. 7, 1899	do	6	2827, 8	10	1839

[a] Copied into record in connection with testimony of witness.

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	Kercher, Charles—Continued. Letters from—Continued. D. P. Sanford—Continued.					
790	Dec. 12, 1899	Kercher	6	2827, 8	10	1840
791	Dec. 19, 1899	do	6	2827, 8	10	1841
798	Jan. 6, 1900	do	6	2834	10	1846
777	Feb. 19, 1900	do	6	2821	10	1828
778	Mar. 15, 1900	do	6	2821	10	1830
779	May 4, 1900	do	6	2821	10	1832
780	June 4, 1900	do	6	2822	10	1833
781	June 7, 1900	do	6	2822	10	1834
782	July 26, 1900	do	6	2823	10	1835
794	Nov. 6, 1900	do	6	2829	10	1843
904	—— 23, 1900	Collings	12	1006	21	21
903	Jan. 16, 1901	do	12	1006	21	20
902	July 2, 1901	do	12	1006	21	19
795	July 3, 1901	Kercher	6	2830	10	1843
785	Letter signed J. G. Thatcher, addressed to, July 30, 1902.	do	6	2823	10	1837
824–A	Letter from G. B. Taylor, inclosing bills of sale, May 3, 1902.	do	6	2987	10	1878
824–B	Bill of sale from, to Guy B. Taylor.	do	6	2987	10	1878
824–C, D, E, F	Bills of sale from, not executed.	do	6	2987	10	1879 to 1882
856–A	Letter from G. B. Taylor, May 2, 1902.	Collings	12	944	21	1
856–B	Contract of sale from C. M. Stout.	do	12	944	21	1
713	Kimball, E. C.: Letter from E. N. Wootten.	Wootten	5	2147	10	1778
753	Kirkman, J. H.: Letter from A. W. Wheeler, agent Dixie Oil Works.	Fehsenfeld	5	2322	10	1800

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810	La Bau, Francis: Correspondence with T. B. Westgate.	Westgate.....	6	2866	10	1857
172 438	Lake Erie & Western Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	315 1171
	Lake Shore & Michigan Southern Ry.:					
805	Letter from W. H. Smith, division freight agent, to T. B. Westgate, May 1, 1906.	Westgate....	6	2862	10	1850
818	Letter from W. H. Smith to American Oil Works, Oct. 9, 1906.	.....do.....	6	2876	10	1870
819	Letter from W. H. Smith to American Oil Works, Sept. 13, 1907.	.....do.....	6	2876	10	1871
173 439	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	316 1175
817	Lake Shore-Lehigh Valley Route: Letter from Peter C. Doyle, manager, to American Oil Works.	Westgate....	6	2874	10	1869
	Lashley, R. E.:					
905	Letter to F. L. Hibbs, Oct. 14, 1903, entitled "Competitive shipments in the month of September."	Lashley.....	12	1018	21	22
906	Letter to F. L. Hibbs, Sept. 10, 1903, entitled "Contracting on Elaine Oil."	.....do.....	12	1018	21	27
174 440	Lehigh Valley Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	316 1179
	Lima-Indiana Crude Oil:					
977	Production and prices, 1885–1907.	Durand.....	20	245	21	136
978	Stocks held by pipe lines, 1885–1907.	.....do.....	20	246	21	138
850	Lines, C. M.: Circular regarding sale of oil and gasoline.	Lines.....	6	3206	10	1918
	Liquidation of Trust. (*See* Standard Oil Companies, Liquidation Period; Standard Oil Trust.)					
248	List of Petitioner's Exhibits 212-247.	Chesebro	1	489	7	414

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	Loeser, Vincent, Company:					
359 to 362	Contracts signed by, as broker		2	888	8	880 to 886
357 358	Correspondence regarding transportation of oil to Africa.		2	888	8	878 879
175 441	Long Island R. R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	317 1184
	Lorain, Ohio:					
922 to 924	Tank-wagon tickets, Standard Oil Co.	Mills	13	1496	21	46 to 48
925	Tank-wagon ticket, Columbia Refining Co.	Potter	13	1507	21	49
	Louisiana:					
929	Missouri Pacific Tariff 16–A, St. Louis to stations in Louisiana, June 3, 1908.	Stith	14	1994	21	54
	(*See also* Alexandria, La.)					
	Louisville & Nashville R. R.:					
505 to 506½	Galena-Signal Oil Co., contracts with.	Steinbrenner.	3	1469	9	1354 to 1360
176 442	Results of lubrication by Galena-Signal Oil Co.	do	1 3	427 1468	7 9	317 1188
852	Letter of T. H. Curtis regarding claims of Galena-Signal Oil Co. and Franklin Manufacturing Co.	Curtis	12	616	10	1920
853	Letter of G. E. Evans to M. H. Smith and others.	do	12	619	10	1922
854	Report of delays to trains	do	12	624	10	1922
486	Louisville, Henderson & St. Louis Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1321
	Louisiana Western R. R. Co. (*See* Morgan's Louisiana & Texas R. R. & S. S. Co.)					
	Lubricating oil:					
300	Competitive sales, proportion of, Waters-Pierce Oil Co.	McNall	2	670	8	631
396	Sales and earnings for major marketing divisions, 1898–1906.	Dredger	3	1416	8	1002

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	Lubricating oil—Continued.					
320	Sales, expenses, and profits, S. O. Co. of California. *See also* Galena-Signal Oil Co.	Tilford, H. M.	2	746	8	707
262	McDonald, James: Items in balance-sheets of Anglo-American Oil Co.	Fay	2	610	7	493
348, 349	Ledger account and journal entries regarding, in books of Anglo-American Oil Co.	Brainerd	2	852	8	862, 866
	McGee, A. C., Pelzer, S. C.:					
708	Letter from, to R. N. Reed	Wootten	5	2125	10	1773
686, 687, 688, 691	Letters to	do	5	2119 to 2121	10	1753 to 1760
	Maine Central R. R.:					
622	Comparison of rates from Cleveland, Toledo, and Oil City to points on, with rates to Boston.	Schindler	4	1739	10	1619
177, 443	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner	1 3	427 1468	7 9	318 1193
121	Swan & Finch Co., contract with.	do	1	423	7	262
	Manhattan Oil Co.:					
29½	Articles of incorporation	Brady	1	232	7	109
32	Contract with Indianapolis Gas Co.		1	283	7	117
347	List of stockholders, 1898	Wallace	2	834	8	860
	Maps (*see also* Charts):					
672	New England, showing lines which prorated on oil prior to 1906.	Schindler	5	2086	10	Facing 1742
50	Pipe lines, principal	Payne	1	355	7	Facing 150
356	Pipe lines, various	Chesebro	2	879 to 887	8	Facing 878
614	Points of origin and destination in connection with shipments from Olean and neighboring points to Rochester, Norwood, and Vermont points.	Schindler	4	1722	10	Facing 1608

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964	Prairie Oil & Gas Co., Kansas-Whiting line.	Towl	20	245	Not prtd.	
965–976	Charts showing number of pipes, etc., in the several Standard pipe lines.	do	20	245	Not prtd.	
990, 991	General charts showing number of pipes, etc.	do	20	310, 316	Not prtd.	
	Marietta, Ohio:					
655	Rates from, to points in Central Freight Association and Trunk Line territory.	Boltz	5	2039	10	1696
586	Rates from, to southern points, compared with Parkersburg.	Schindler	4	1672	10	1558
642	Marsh, E. C.: Letter and telegram to Hisgen Bros.	Hisgen, Thos. L.	4	1832	10	1662
728	Maryland & Pennsylvania R. R.: List of shipments of competitors over.	Armstrong	5	2233	10	Facing 1788
759	Mason, William: Letter to Charles Farrell, Apr. 17, 1899.	Farrell	5	2440 to 2442	10	1805
	Maxon, M.:[a]					
	Letters to W. C. Elliott—					
864	May 4, 1898	Collings	12	993	21	4
866	May 12, 1898	do	12	993	21	5
868	May 12, 1898	do	12	993	21	6
870	May 16, 1898	do	12	994	21	7
871	May 24, 1898	do	12	995	21	8
860	May 28, 1898	do	12	988	21	3
888	Aug. 31, 1898	do	12	996	21	14
891	Nov. 26, 1898	do	12	996	21	15
892	Dec. 14, 1898	do	12	996	21	15
893	Dec. 31, 1898	do	12	996	21	15
895	Jan. 9, 1899	do	12	996	21	16
873	Feb. 6, 1899	do	12	995	21	9
863	Nov. 9, 1899	do	12	992	21	4

[a] See stipulation, vol. 20, p. 476.

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	Letters to W. C. Elliott—Cont'd.					
874	Dec. 19, 1899	Collings	12	995	21	9
877	Dec. 23, 1899	do	12	995	21	10
878	Dec. 26, 1899	do	12	995	21	11
879	Dec. 29, 1899	do	12	995	21	11
880	Dec. 30, 1899	do	12	995	21	11
881	Jan. 5, 1900	do	12	995	21	12
862	Feb. 24, 1900	do	12	989	21	3
	Letters to L. H. James—					
865	May 4, 1898	do	12	993	21	5
867	May 12, 1898	do	12	994	21	6
869	May 16, 1898	do	12	994	21	7
872	June 1, 1898	do	12	995	21	9
	Letters to W. R. Palmer—					
875	Dec. 19, 1899	do	12	995	21	10
876	Dec. 23, 1899	do	12	995	21	10
	Letter to James Holmes—					
861	Feb. 22, 1900	do	12	989	21	3
	Letters to E. B. Stanley—					
889	Aug. 31, 1898	do	12	996	21	14
890	Nov. (date incomplete)	do	12	996	21	14
894	Dec. 31, 1898	do	12	996	21	15
859-A	Jan. 22, 1900	do	12	987	21	2
859-B	Jan. 23, 1900	do	12	987	21	2
825	Feb. 20, 1900	Kercher	6	2988	10	1882
882	Mar. 6, 1900	Collings	12	995	21	12
883	Mar. 15, 1900	do	12	995	21	12
884	Mar. 20, 1900	do	12	996	21	13
886	Aug. 31 (no year).	do	12	996	21	13
896	(no date)	Collings	12	996	21	16
793	Letter, Apr. 20, 1900, from E. B. Stanley.	Kercher	6	2829	10	1842

Exhibit No.	Description of exhibits.	Witness.	Where introduced.		Printed exhibit appears at—	
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885	Memorandum, July 31, 1900, to E. B. Stanley.	Kercher	12	996	21	1
897	Memorandum, July 31, 1900, to E. B. Stanley.	do	12	996	21	16
887	Memorandum, Aug. 31, 1900, to E. B. Stanley.	do	12	996	21	14
898	Letter, Nov. 10, 1899, to C. T. Collins [Collings].	do	12	1002–4	21	17
F 900	Letter, Dec. 15, 1902, to C. T. Collings.	do	12	1005	21	18
792	Maxon, John: Bill of sale to Charles Kercher, Nov. 27, 1899.	Kercher	6	2828	10	1842
659	Memphis & Charleston R. R.: Division sheet special H–320.	Green	5	2062	10	1720
736	Merchants & Miners Transportation Co.: List of shipments of O. F. Zurn & Co. via.	Armstrong	5	2237	10	Facing 1791
178 444	Michigan Central Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	318 1196
	Mid-Continent Crude Oil:					
957	Quotations of	Dredger	20	242	21	131
959	Net stocks held by Standard pipe lines.	do	20	243	21	132
977	Production and prices, by years.	Durand	20	245	21	136
978	Stocks held by pipe lines, by years.	do	20	246	21	138
	Miller, Frank:					
646 to 649	Correspondence with L. Herdick.	Hisgen, G. C.	4	1943	10	1664 1665
644	Envelope addressed to	do	4	1943	10	1663
487	Minneapolis & St. Louis Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1321
179 445	Minneapolis, St. Paul & Sault Ste. Marie Ry.: Results of lubrication by Galena-Signal Oil Co.	do	1 3	427 1468	7 9	319 1199

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588	Mississippi River points: Changes in rates on oil from Cleveland and Oil City.	Schindler....	4	1690	10	1565
	Missouri Pacific Ry.:					
929	Tariff 16-a, St. Louis to stations in Louisiana.	Stith.....	14	1994	21	54
	(*See also* St. Louis, Iron Mountain & Southern R. R.)					
180 446	Mobile & Ohio R. R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	319 1203
	Morgan's Louisiana & Texas R. R. & S. S. Co. (Southern Pacific):					
599 602	Billing of oil from Alexandria, La., to various points.	Schindler....	4	1705 1707	10	1580 1583
597	Local special tariff No. 2250, Oct. 9, 1901, Alexandria, La., to various points.	.....do.....	4	1703	10	1577
598	Local special tariff No. 2234, May 6, 1901, Alexandria, La., to Crowley, La.	.....do.....	4	1703	10	1578
601	Way bill of oil from Alexandria to Franklin, La.	.....do.....	4	1707	10	Facing 1582
604	Way bill of oil from Alexandria to St. Martinsville, La.	.....do.....	4	1708	10	Facing 1584
806	Murray, J. A.: Letter from J. E. Dalrymple, Central Vermont Ry.	Westgate....	6	2864	10	1852
	Naphtha:					
387	Competitive sales, estimated, for major marketing divisions, 1904 and 1906	Dredger.....	3	1410	8	916
389	Competitive sales, estimated percentage for major marketing divisions, 1897–1906.	.....do.....	3	1411	8	919
341 342	Competitive sales, proportion of, Standard Oil Co. of New Jersey.	Donald.....	2	818	8	832 to 834
300	Competitive sales, proportion of, Waters-Pierce Oil Co.	McNall.....	2	670	8	631
383	Cost of marketing by Standard Oil Co., average, 1897–1906.	Dredger.....	3	1409	8	911
385	Deliveries by all Standard refineries to the home trade, 1895, 1901, 1906.	.....do.....	3	1410	8	913

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	Naphtha—Continued.					
386	Deliveries to the home trade and average prices for individual Standard refineries, 1904.	Dredger	3	1410	8	914
384	Prices, average received by all Standard refineries for home trade, 1895–1906.	do	3	1410	8	912
629	Prices, average received from retail dealers by Standard Oil Co. for all sold in domestic trade, 1898–1906.	Durand	4	1786	10	1624
326	Prices and margins, Standard Oil Co. of Indiana, certain stations.	Drake	2	780	8	708
985	Prices of refined oil and naphtha combined, and of refined oil, naphtha, and paraffin wax combined, 1895–1906.	Durand	20	252	21	144
986	Prices of naphtha and oil combined, with price of commodities, 1895–1906.	do	20	253	21	145
987	Chart showing prices of exhibit 986.	do	20	253	21	Facing 146
989	Prices in domestic trade, 1895–1906, reduced to 1895 basis and compared with 1897.	do	20	254	21	147
396	Sales and earnings for major marketing divisions, 1898–1906.	Dredger	3	1416 1493	8	1002 1010
352	Sales, expenses, and profits, Atlantic Refining Co.	Cutler	2	856	8	870
314	Sales, expenses, and profits, Continental Oil Co.	Tilford, H. M.	2	741	8	702
320	Sales, expenses, and profits, Standard Oil Co. of California.	do	2	746	8	707
402 to 406	Sales, expenses, and profits, Waters-Pierce Oil Co., 1895–1904.	do	3	1466	9	1020 to 1024
	National Transit Co.:					
28	Agreement with Tidewater Pipe Co., May 13, 1890.	Benson	1	216	7	107

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	National Transit Co.—Continued.					
109 to 116	Balance sheets and profit and loss accounts, 1899–1906.	Chesebro	1	386, 395	7	207 to 232
29	Cancellation of agreement of 1883 with Tidewater Pipe Co.	Benson.....	1	222	7	108
974	Chart showing pipes between the several stations.	Towl.....	20	245	Not printed.	
21	Companies transferred to Standard Oil Co. of New Jersey.	Tilford, W. H.	1	161	7	88
27	Letter of John Bushnell, comptroller, to Tidewater Pipe Co., 1891.	Benson	1	216	7	106
519	Letter of Pennsylvania Railroad regarding contract with.[a]	.....	3	1,499	3	1,499
34	Payne, C. N., and Folger, H. C., jr., memorandum of items in balance sheet.	Folger.....	1	288	7	119
244–247	Profit and loss statement and summary of trunk pipe line operations, 1903–1906.	Chesebro	1	488, 489	7	407 to 412
11	Stocks in other companies held by.	Fay	1	48	7	34
285	Summary of earnings, expenses, and assets, 1903–1906.	Chesebro.....	2	878	8	598
48	Tariff from Duke Center, Emerson, and Kane, to Olean.	Crossland	1	310	7	146
47	Tariff from Nedsky to Philadelphia.	.....do.....	1	310	7	144
	United Pipe Lines Division—					
241	Earnings, expenses, and trial balance, 1905.	Chesebro	1	488	7	403
998 999	Batches of oil pumped from Millway, Pa.	Pilkington....	20	340	21	160 to 163
1000	Batches of oil pumped from Colegrove, Pa.	.....do.....	20	340	21	163
181 447	Nashville, Chattanooga & St. Louis Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1, 3	427, 1468	7, 9	320, 1207

[a] Incorporated in oral testimony.

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831 to 834	New American Oil Co.: Letters from W. W. Stark to J. W. Hoag.	Castle.....	6	3047, 3051	10	1889 to 1892
621 to 625	New England: Comparison of rates from Toledo, Cleveland, and Oil City to points in, with rates from same points of origin to Boston.	Schindler....	4	1737 to 1739	10	1618 to 1621
672	Map showing railroad lines which prorated on oil prior to 1906.	.....do.....	5	2086	10	Facing 1742
	(*See also* New York, New Haven & Hartford R. R.; Boston & Maine R. R.; Central Vermont R. R.; Maine Central R. R.; Rutland R. R.)					
654	New London, Conn: Comparison of oil rates and class rates from, to various destinations.	Boltz.....	5	2036	10	1695
663	Special orders of Central Vermont Ry. regarding shipments from.	Pool.....	5	2067	10	1733
448	New Orleans & Northeastern Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1468	9	1211
619	New York Central R. R.: Concurrence in Pennsylvania R. R. Tariff No. S-459 naming rates from Olean, N. Y.	Schindler....	4	1729	10	1612
810	Correspondence between Francis La Bau, assistant freight traffic manager, and T. B. Westgate.	Westgate....	6	2866	10	1857
804	Letter from S. Goodman, assistant traffic manager, to G. W. Bartlett.	.....do.....	6	2862	10	1849
809	Letter from S. Goodman to T. B. Westgate.	.....do.....	6	2865	10	1856
653	Rate orders, list of certain.....	Harraman ...	5	2023	10	1694
612 613	Rate orders on oil from Rochester to Norwood and other New York points.	Schindler....	4	1720 1721	10	1602 1603

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	New York Central R. R.—Cont'd.					
928	Rate order, Buffalo to Norwood, N. Y., 12 cents.	Felton	14	1626	21	53
182, 449	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1, 3	427, 1468	7, 9	320, 1215
	Tariffs from Buffalo:					
820	B–6539, Sept. 14, 1907, to points in Quebec.	Westgate	6	2876	10	1872
821	B–6547, Sept. 14, 1907, to points in Ontario.	do	6	2877	10	1874
841 to 845	Various, to points in Quebec.		6	3150	10	1898 to 1906
846 to 849	Various, to points in Ontario.		6	3150	10	1908 to 1916
611	Waybills and other documents covering transportation of car of oil from Rochester to Norwood, destined to Burlington, Vt.	Schindler	4	1716	10	Facing 1594
183, 450	New York, Chicago & St. Louis Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1, 3	427, 1468	7, 9	321, 1219
	New York, New Haven & Hartford R. R.:					
673	Comparison of oil rates and class rates from East Providence to various points.	Schindler	5	2086, 2087	10	1743
674	Same from Wilson Point, Conn.	do	5	2086, 2087	10	1743
623	Comparison of rates from Cleveland, Toledo, and Oil City, to points on, with rates to Boston.	do	4	1739	10	1620
184, 451	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1, 3	427, 1468	7, 9	321, 1222
185, 452	New York, Ontario & Western Ry.: Results of lubrication by Galena-Signal Oil Co.	do	1, 3	427, 1468	7, 9	322, 1227
811	New York & Ottawa R. R.: Letters to American Oil Works.	Westgate	6	2869	10	1863
186, 453	New York, Susquehanna & Western Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1, 3	427, 1468	7, 9	322, 1232

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	New York Transit Co.:					
101–108	Balance sheets and profit and loss accounts, 1899–1906.	Chesebro.....	1	386, 392	7	199–206
232–235	Earnings, expenses, and balance sheets, 1903–1906.	....do.....	1	485	7	380–389
284	Summary of earnings, expenses, and assets, 1903–1906.	.....do.....	2	877	8	592
975	Chart showing pipes between the several stations.	Towl.....	20	245	Not printed.	
995 996	Batches of oil pumped from Olean, N. Y.	Pilkington...	20	340	21	154, 155
236	Local division— Summary of earnings and expenses, 1906.	Chesebro.....	1	486	7	392
727	Norfolk & Southern Ry.: List of shipments over.	Armstrong...	5	2232	10	Facing 1788
	Norfolk & Western Ry.:					
512–516	Galena-Signal Oil Co., contracts with.	Steinbrenner.	3	1469	9	1378–90
187 454	Results of lubrication by Galena-Signal Oil Co.	....do.....	1, 3	427, 1468	7, 9	323, 1235
188 455	Northern Pacific Ry.: Results of lubrication by Galena-Signal Oil Co.	....do.....	1, 3	427, 1468	7, 9	323, 1239
	Northern Pipe Line Co.:					
92–99	Balance sheets and profit and loss accounts, 1899–1906.	Chesebro.....	1	386, 394	7	190–197
220–223	Earnings, expenses, and balance sheets, 1903–1906.	....do.....	1	484	7	354–361
289	Summary of earnings, expenses, and assets, 1903–1906.	.....do.....	2	878	8	606
968	Chart showing pipes between the several stations.	Towl.....	20	245	Not printed.	
994	Batches of oil pumped from Pennsylvania-Ohio state line.	Pilkington...	20	340	21	152
	Norton & Son:					
359–362	Contracts with Colonial Oil Co. and other Standard companies.	.....	2	888	8	880–886
357	Letter to V. Loeser Co.....	.....	2	888	8	878

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612 613	Rate orders of New York Central R. R. from Rochester to.	Schindler....	4	1720 1721	10	1602 1603
928	Rate from Buffalo to, New York Central R. R.	Felton.....	14	1626	21	53
615 617	Tariffs of Central Vermont R. R. from, to Burlington.	Schindler....	4	1722 1723	10	1608 1610
616	Tariff of Ogdensburg & Lake Champlain R. R. from, to Rutland and Bellows Falls.	.....do.....	4	1722	10	1609
618	Schedule furnished by Rutland R. R. to Bureau of Corporations showing rates from, to various destinations.	.....do.....	4	1727	10	1611
619	Tariff of Pennsylvania R. R. from Olean to.	.....do.....	4	1729	10	1612
611	Waybills and other documents covering transportation of car of oil to and from.	.....do.....	4	1716	10	Facing 1594
830	Notice to produce original letter of which Exhibit No. 829 is a copy.	Castle.....	6	3045	10	1888
18	Officers: Standard Oil Co. and subsidiary companies, list of (companies arranged alphabetically).	Pratt.....	1	93	7	53
936-A-H	Offutt, H. W., Washington, D. C.: Tank-wagon tickets purchased from Standard Oil Co.	Barker.....	15	2401	21	78
616	Ogdensburg & Lake Champlain R. R.: Tariff 33, Jan. 1, 1898, Norwood to Rutland and Bellows Falls.	Schindler....	4	1722	10	1609
758	Oglesbee, J. D.: Postal card from Southern Oil Co.	Cooper.....	5	2401	10	Facing 1805
927	Ohio: Refining concerns selling in, list of.	Squire.....	13	1577	21	52
643	Oil can.....	Nilan.....	4	1921 1922		
	Oil City, Pa.:					
655	Rates from, to points in Central Freight Association and Trunk Line territory.	Boltz.....	5	2039	10	1696
588	Rates from, to Mississippi River points.	Schindler....	4	1690	10	1565

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	Oil City, Pa.—Continued.					
621 to 625	Rates from, to New England points, compared with rates to Boston.	Schindler....	4	1737 to 1739	10	1618 to 1621
	Oil inspection:					
677	Circular regarding pending bill in Georgia.	Wootten.....	5	2117	10	1745
678	Manuscript draft of circular.....	.....do.....	5	2117	10	1746
739	Oldham, George C., Port Deposit, Md.: Shipments to.	Armstrong...	5	2240	10	Facing 1792
	Olean, N. Y.:					
620	Comparison of rates from, to points in New York, based on combination via Rochester, with published through rates from Olean and competing refining points.	Schindler....	4	1731	10	1617
626	Number of cars shipped from, to points in New York, Vermont, and Canada, 1904.	Conant.....	4	1774	10	1622
1039	Comparison of rates to Rochester and Buffalo with proportions of rates from other points to Rochester and Buffalo.	Schindler....	20	431	21	220
	(*See also* Pennsylvania R. R.; New York Central R. R.; Rutland R. R.; Central Vermont R. R.; Ogdensburg & Lake Champlain R. R.)					
	Oneonta, New York. (*See* Farrell, Charles.)					
821, 846–849	Ontario, province of: New York Central tariffs, Buffalo to points in.	Westgate....	6 6	2877, 3150	10 10	1874, 1908–16
189, 456	Oregon Railroad & Navigation Co.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	324 1244
190, 457	Oregon Short Line: Results of lubrication by Galena-Signal Oil Co.	....do.....	1 3	427 1468	7 9	324 1249
944	Pacific Coast Oil Co.: Agreement with Union Oil Co.	Tilford, H. M.	17	3514	21	101
587	Pacific Coast Terminal Points: Changes in rates on oil from Chicago, Toledo, Cleveland, and Pittsburg.	Schindler....	4	1689	10	1584

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	Palmer, W. R.:					
875	Letters from M. Maxon— Dec. 19, 1899	Collings	12	995	21	10
876	Dec. 23, 1899	do	12	995	21	10
	Paraffin wax:					
984	Annual exports and average price, 1890–1906.	Durand	20	252	21	143
985	Average price of refined oil, naphtha, and paraffin wax combined, 1895–1906.	do	20	252	21	144
	Paragon Oil Co.:					
786	Agreement with J. R. Day	Kercher	6	2824	10	1837
787	Agreement with S. H. Hults	do	6	2824	10	1838
586	Parkersburg, W. Va.: Rates from, to southern points, compared with Marietta.	Schindler	4	1672	10	1558
	Payne, C. N., & Co.:					
37	Agreement with J. S. Cullinan (*See also* Cullinan, J. S., & Co., Corsicana Refining Co.)	Folger	1	299	7	123
34	Payne, C. N., and Folger, H. C., jr.: Items regarding, on balance-sheet of National Transit Co. (*See also* Corsicana Refining Co.)	do	1	288	7	119
1004	Payne, O. H.: Affidavit in case of Standard Oil Co. *v.* Scofield et al.		20	341	21	179
	Pennsylvania Co.:					
125, 493 to 498	Galena-Signal Oil Co., contracts with.	Steinbrenner	1 3	423, 1469	7 9	276, 1326–37
192, 459	Results of lubrication by Galena-Signal Oil Co.	do	1 3	427, 1468	7 9	325, 1259
	Pennsylvania R. R.:					
627	Collection bill covering shipments from Olean and Buffalo to various destinations.	Conant	4	1776	10	1623
609, 610	Comparison of rates from Olean and competing points to Rochester and Buffalo.	Schindler	4	1714, 1715	10	1593–94
1039	Comparison of rates from Olean to Rochester and Buffalo with proportions of rates from other points to Rochester and Buffalo.	do	20	431	21	220

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	Pennsylvania R. R.—Continued.					
127	Galena-Signal Oil Co., contract with.	Steinbrenner.	1	423	7	280
492	Galena-Signal Oil Co., letter from, Feb. 11, 1896.	.....do.....	3	1469	9	1324
716, 725	Lists of shipments over.....	Armstrong...	5	2225, 2231	10	Facing 1781; Facing 1786
626	Number of cars shipped from Olean to Rochester, Buffalo, or Genesee Junction, with final destination.	Conant.....	4	1774	10	1622
607, 608	Rate orders from Olean to Rochester, Genesee Junction and Buffalo.	Schindler....	4	1711, 1712	10	1585, 1586
653	Rate orders, list of certain.....	Harraman...	5	2023	10	1694
191, 458, 822	Results of lubrication by Galena-Signal Oil Co. (lines east).	Steinbrenner.	1	427	7	325
			3	1468	9	1254
		Durand.....	6	2881	10	1876
619	Tariff S459, Apr. 10, 1904, Olean to various destinations.	Schindler....	4	1729	10	1612
611	Waybills and other documents covering transportation of car of oil from Olean to Burlington, Vt.	.....do.....	4	1716	10	Facing 1594
519	Letter of Frank Thompson to John D. Archbold.	.....	3	1499	3	[a] 1499
	Pennsylvania crude oil:					
958	Net stocks held by Standard pipe lines.	Dredger.....	20	243	21	132
977	Production and prices, 1885–1907.	Durand.....	20	245	21	136
978	Stocks held by pipe lines, 1885–1907.	.....do.....	20	246	21	138
30	People's Gas Light and Coke Co.: Agreement with Standard Oil Co., 1899.	Brady.....	1	239	7	112
	People's Oil Co. (*See* Wootten, E. N.)					

[a] Incorporated in oral testimony.

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194 462	Pere Marquette R. R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	326 1275
	Petroleum. (*See* Crude oil.)					
394	Petroleum products: Output of Standard, Tidewater, Corsicana, Security, and United companies, compared with total, 1904.	Dredger.....	3	1415	8	941
363	Production of Corsicana Refining Co.	.....	3	1392	8	887
369	Production of Security Oil Co...	Bayne.....	3	1395	8	897
393	Production of Standard Oil Co..	.....	3	1414	8	940
392	Production of United Oil Co....	Dredger.....	3	1414	8	940
368	Sales of Security Oil Co., showing purchasers.	Bayne.....	3	1393	8	896
396	Sales and earnings for major marketing division on various.	.....do.....	3	1416	8	1002
	(*See also* Lubricating oil; Refined oil; Naphtha; Paraffin wax.)					
724	Philadelphia, Baltimore & Washington R. R.: List of shipments of competitors over.	Armstrong ...	5	2231	10	Facing 1786
195	Philadelphia & Reading Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	327
1010	Pilkington, W. W.: Subpœna served on.	Pilkington...	20	359	21	204
	Pipe lines:					
770	Agreement between companies, Sept. 4, 1874.	Emery.....	6	2798 2799	10	1817
378	Deliveries to Atlantic seaboard by Standard, Tidewater, and United States lines.	Dredger.....	3	1407	8	904
50	Map of principal.....	Payne.....	1	355	7	Facing 150
356	Maps of various.....	Chesebro	2	879 to 887	8	Facing 878
375	Rates in effect, 1903–1906.....	.....do.....	3	1400	8	902

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	Pipe lines—Continued.					
376	Runs of crude oil by Standard, Tidewater, and Manhattan compared with total production.	Dredger.....	3	1405	8	904
374	Standard Oil Co., deliveries of crude oil to Atlantic seaboard, 1900–1906.	Chesbro	3	1399	8	901
373	Standard Oil Co., runs of crude, 1884–1906.	.....do.....	3	1398	8	901
39	Tariffs, filed with Interstate Commerce Commission, list of.	Crossland	1	307	7	124
40 to 49	Tariffs, various, copies of.....	.....do.....	1	309	7	130 to 148
964	Prairie Oil and Gas Co., working map.	Towl.....	20	245	....	Not printed
965 to 976	Charts showing pipes between the several stations.	....do.....	20	245	....	Not prtd.
990	Chart showing number of pipes in each section of various trunk lines.	....do.....	20	310	....	Not printed
991	Chart showing number of pipes in each section, lines of Standard Oil Co. of New Jersey.	....do.....	20	316	....	Not printed
992–A to 1001 1007 1008	Batches of oil of different grades transported by several pipe lines from various points.	Pilkington...	20	337 to 340, 346	21	148 to 164 198 to 200
1009	Mixtures of oil delivered by Southern Pipe Line at Philadelphia.	.....do.....	20	357	21	202
	See also: Buckeye Pipe Line Co. Crescent Pipe Line Co. Eureka Pipe Line Co. Indiana Pipe Line Co. National Transit Co. New York Transit Co. Northern Pipe Line Co. Prairie Oil & Gas Co. Producers & Refiners Oil Co. Southern Pipe Line Co. Southwest Penna. Pipe Lines. Tidewater Pipe Co. United States Pipe Line Co.					

Exhibit No.	Description of exhibits.	Witness.	Where introduced. Vol.	Where introduced. Page.	Printed exhibit appears at— Vol.	Printed exhibit appears at— Page.
655	Pittsburg, Pa.: Rates from, to points in Central Freight Association and Trunk Line territory.	Boltz	5	2039	10	1696
671	Rates from, to Central Freight Association territory, compared with rates from Whiting.	Schindler	5	2085	10	1742
587	Rates from, to Pacific coast terminal points.	do	4	1689	10	1564
586	Rates from, to southern points	do	4	1672	10	1558
	Pittsburg, Cincinnati, Chicago & St. Louis Ry.:					
499 to 504	Galena-Signal Oil Co., contracts with.	Steinbrenner	3	1469	9	1340 to 1351
126	Galena-Signal Oil Co., contract with.	do	1	423	7	278
193, 460	Results of lubrication by Galena-Signal Oil Co.	do	1 3	427 1468	7 9	326 1264
730	Portsmouth, Va.: List of shipments of competitors from.	Armstrong	5	2234	10	1790
	Prairie Oil & Gas Co.:					
291 to 294	Earnings, expenses and balance sheet, pipe line department, 1903–1906.	Chesebro	2	644 645	8	611 to 617
295 to 298	General balance sheets, 1903–1906.	do	2	645	8	620 to 623
293, 294	Sediment and surplus account, and oil account.	do	2	645	8	614 to 617
964	Working map of pipe line	Towl	20	245	....	Not printed
13	Pratt, C. M.: Investment account	Fay	1	52	7	48
	Prices: (*See* Crude oil; Commodities; Refined oil; Naphtha; Lubricating oil; Tank-wagon tickets.)					
371	Producers' & Refiners' Oil Co. (Limited): Receipts of crude oil, 1900–1906.					
	Production of crude oil, *see* Crude Oil.					

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	Providence, R. I.: (*See also* East Providence.)					
637	Tank-wagon ticket showing sale of oil at.	Thos. L. Hisgen.	4	1821	10	1660
820, 841 to 845	Quebec, Province of: New York Central tariffs naming rates from Buffalo to points in.	Westgate..... / ..... /	6	2876 / 3150	10 / 10	1872 / 1898 to 1906
917½	Quarles, E. G.: Report to retail merchants' association, Richmond, Va., regarding oil prices.	.....	13	1278	21	38
742	Rankin Bros. Grocery Co., Greensboro, N. C.: Shipments of competitors to.	Armstrong....	5	2240	10	Facing 1792
	Rates of freight on oil:					
655	Central Freight Association and Trunk Line territory: Comparison of rates from Pittsburg, Oil City, Cleveland, Toledo, Marietta, and Findlay districts to points in.	Boltz.....	5	2039	10	1696
	Central Freight Association Territory—					
656	Comparison of rates on oil and class rates from Cleveland to points in.	.....do.....	5	2046	10	1699
657	Same from Chicago and Whiting.	.....do.....	5	2047	10	1702
671	Comparison of rates from Whiting, Toledo, Cleveland, and Pittsburg, to points in.	Schindler....	5	2085	10	1742
588	Mississippi River points: Comparison of rates to, from Cleveland and Oil City.	.....do.....	4	1690	10	1565
621 to 625	New England Points: Comparison of rates from Toledo, Cleveland, and Oil City, to, with rates from same points of origin to Boston.	.....do.....	4	1737–9	10	1618–21
587	Pacific coast terminal points, changes in rates to, from Chicago, Toledo, Cleveland, and Pittsburg.	.....do.....	4	1689	10	1564
586	Southern points, comparison of rates to, from Pittsburg, Cleveland, Toledo, Whiting, Marietta and Parkersburg.	.....do.....	4	1672	10	1558

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	Rates of freight on oil—Continued. *See also* names of the several railroads and points of origin and destination.					
1037	Rates of freight on various commodities: Comparison of rates from Pittsburg and Chicago to East St. Louis.	Schindler....	20	430	21	219
117	Railroads: Galena-Signal Oil Co., list of roads under contract.	Steinbrenner.	1	413	7	235
679 to 711	Red C Oil Manufacturing Co.: Correspondence regarding competition of.	Wootten.....	5	2117 2146	10	1747–76
747	List of carload shipments or refined oil and gasoline by.	Armstrong ...	5	2244	10	1796
749	Summary of receipts and deliveries of refined oil and gasoline.	.....do.....	5	2247	10	Facing 1798
751	Letter from John D. Austin, May 19, 1907.	Fehsenfeld...	5	2305–6	10	1799
752	Letter from J. D. Austin, Feb. 12, 1906.	.....do.....	5	2306	10	1799
	Redondo, Cal. (*See* Atchison, Topeka & Santa Fe Ry.)					
	Reed, R. N.: Letters to C. T. Collings—					
679	Jan. 20, 1904.....	Wootten.....	5	2117	10	1747
681	Jan. 22, 1904.....	.....do.....	5	2118	10	1749
690	Jan. 27, 1904.....	.....do.....	5	2121	10	1758
693	Feb. 2, 1904.....	.....do.....	5	2121	10	1762
695	Feb. 3, 1904.....	.....do.....	5	2122	10	1763
701	Feb. 8, 1904.....	.....do.....	5	2123	10	1768
705	Mar. 1, 1904.....	.....do.....	5	2124	10	1771
710	Mar. 12, 1904.....	.....do.....	5	2125	10	1775
	Letters and telegrams from C. T. Collings to—					
680	Jan. 21, 1904.....	.....do.....	5	2118	10	1748
682	Jan. 23, 1904.....	.....do.....	5	2118	10	1750
683	Jan. 20, 1904.....	.....do.....	5	2119	10	1751

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	Reed, R. N.—Continued.					
	Letters and telegrams from C. D. Collings to—Continued.					
684	Jan. 29, 1904	Wootten	5	2119	10	1752
685	Jan. 20, 1904	do	5	2119	10	1752
692	Jan. 29, 1904	do	5	2121	10	1761
700	Feb. 6, 1904	do	5	2123	10	1767
702	Feb. 25, 1904	do	5	2124	10	1769
709	Mar. 5, 1904	do	5	2125	10	1774
	Letters to A. C. McGee, Pelzer, S. C.—					
686	Jan. 25, 1904	do	5	2119	10	1753
687	Jan. 26, 1904	do	5	2120	10	1754
688	Jan. 25, 1904	do	5	2120	10	1755
691	Jan. 27, 1904	do	5	2121	10	1760
708	Letters from A. C. McGee to, Feb. 26 and Mar. 4, 1904.	do	5	2125	10	1773
689	Letter to B. O. Driver, Roanoke, Ala., Jan. 25, 1904.	do	5	2120	10	1756
	Letters from W. R. Keith, Anderson, S. C.—					
694	Feb. 3, 1904	do	5	2122	10	1763
706	Mar. 3, 1904	do	5	2125	10	1772
707	Letter to W. R. Keith, Anderson, S. C., Mar. 5, 1904.	do	5	2125	10	1772
696	Letter from Waring D. Arthur, Union, S. C., to, Feb. 5, 1904.	do	5	2122	10	1764
	Letters from agent S. O. Co., Greenville, S. C.—					
697	Feb. 5, 1904	do	5	2123	10	1765
698	Mar. 7, 1904	do	5	2123	10	1768
703	Letter to Lee Beasley, Greenville, S. C., Mar. 1, 1904.	do	5	2124	10	1770
699	Letter from J. R. Wade, Laurens, S. C., Feb. 6, 1904.	do	5	2123	10	1768
704	Letter to W. S. Beckman, Laurens, S. C., Mar. 1, 1904.	do	5	2124	10	1770

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	Reed, R. N.—Continued.					
711	Letter to E. N. Wootten, Oct. 6, 1904.	Wootten.....	5	2146	10	1776
	Refined oil:					
400	Anglo-American Oil Co., profits and losses on consignments of Standard Oil Co., of New York to.	.....	3	1420	8	1017
630	Average net earnings per barrel of the several Sandard marketing companies, and estimated percentage of competitive sales, 1899–1906.	Durand	4	1786	10	1625
	Competitive sales—					
341 342	Proportion of, Standard Oil Co. of New Jersey.	Donald	2	818	8	834
387	Estimated, for major marketing divisions, 1904 and 1906.	Dredger.....	3	1410	8	916
388	Estimated percentage for major market divisions, 1897–1906.	.....do.....	3	1411	8	918
390	Estimated percentage for minor marketing divisions, 1901–1906.	.....do.....	3	1412	8	920
300	Proportion of, Waters-Pierce Oil Co.	McNall.....	2	670	8	631
383	Cost of marketing by Standard Oil Co., average, 1897–1906.	Dredger.....	3	1409	8	911
380	Deliveries by all Standard refineries to the home trade, 1895, 1900, and 1906.	.....do.....	3	1408	8	905
381	Deliveries to the home trade, and average price, by grades, for individual Standard refineries, 1904.	.....do.....	3	1408	8	906
961	Deliveries, percentages of, by "tank wagon" and in "barrels, bulk, and cases," 1904.	.....do.....	20	243	21	133
377	Exports by Standard Oil Co. compared with total exports.	.....do.....	3	1406	8	904
1041	Export deliveries by Standard seaboard refineries and average price, 1895–1906.	.....	20	476	21	222

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	Refined oil—Continued.					
	Prices—					
650	Albany and various other points in New York State.	Hisgen, G. C.	4	1946	10	1665
919	Atlanta, Ga., memorandum of.	Collings.....	13	1434	21	44
379	Average received by all Standard refineries for deliveries to domestic trade.	Dredger.....	3	1407	8	905
382	Average received by the individual Standard refineries for certain grades delivered to the domestic trade, 1895–1906.	.....do.....	3	1408	8	908
1042	Average received by Standard seaboard refineries, by months, 1903–1906.	.....	20	476	21	223
628	Average received from retail dealers by Standard Oil Co., for all sold for domestic trade, 1898–1906.	Durand.....	4	1783	10	1624
988	Average in domestic trade, 1895–1906, reduced to 1895 basis and compared with 1897.	.....do.....	20	253	21	147
980	Comparison of, with various other commodities, 1895–1898 to 1903–1906 (same commodities as defendant's Exhibit 297).	.....do.....	20	249	21	140
981	Chart showing prices in Exhibit 980.	.....do.....	20	249	21	Facing 140
982, 983	Water White oil and various other commodities, 1906 compared with 1895 and 1903–1906 compared with 1895–1898.	....do.....	20	250 251	21	141 142
	Prices and margins—					
350	Atlantic Refining Co., individual towns.	Cutler.....	2	855	8	Facing 868
311, 2d no.	Continental Oil Co., individual towns.	Tilford, H. M.	2	739	8	664

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	Refined oil—Continued.					
	Prices and margins—Continued.					
633	Group of towns having relatively low margins and group having relatively high margins in each specified division, Oct. 15, 1904.	Durand.....	4	1790	10	1630
391	Individual stations, Oct. 15, 1904.	Dredger.....	3	1413	8	923
634	Main stations compared with substations, Oct. 15, 1904.	Durand.....	4	1790	10	1634
317	Standard Oil Co. of California, individual stations.	Tilford, H. M.	2	745	8	Facing 702
326	Standard Oil Co. of Indiana, certain stations.	Drake.....	2	780	8	708
327	Standard Oil Co. of Kentucky, individual stations.	Westcott.....	2	781	8	709
346	Standard Oil Co. of New Jersey, Newark division.	Donald.....	2	819	8	856
395	Selected towns, monthly, 1902–1906.	Dredger.....	3	1416	8	942
631	Specified towns, Oct. 15, 1904.	Durand.....	4	1787	10	1626
635	Specified cities, monthly, 1902–1906, with estimated percentage of competitive sales.	.....do.....	4	1791	10	1636
632	Town having lowest margins and town having highest margin, in each division, Oct. 15, 1904.	.....do.....	4	1789	10	1628
302	Waters-Pierce Oil Co., certain towns.	McNall.....	2	671	8	640
393	Production by Standard refineries, 1904.	.....	3	1414	8	940
394	Production by Standard, Tidewater, Security, Corsicana, and United oil companies compared with total for United States.	Dredger.....	3	1415	8	941

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	Refined oil—Continued.					
363	Production by Corsicana Refining Co.	.....	3	1392	8	887
369	Production by Security Oil Co..	Bayne.....	3	1395	8	897
392	Production by United Oil Co...	.....	3	1414	8	940
962	Profit, approximate margins of, in the United States, 1904, classified according to amount.	Dredger.....	20	244	21	132
352	Sales, expenses, and profits, Atlantic Refining Co.	Cutler.....	2	856	8	870
314	Sales, expenses, and profits, Continental Oil Co.	Tilford, H. M.	2	741	8	702
320	Sales, expenses, and profits, Standard Oil Co. of California.	.....do.....	2	746	8	707
299	Sales, expenses, and profits, Waters-Pierce Oil Co.	McNall.....	2	669	8	624
396	Sales and earnings for major marketing divisions, 1898–1906.	Dredger.....	3	1416, 1493	8	1002
368	Sales of Security Oil Co., showing names of purchasers.	Bayne	3	1393	8	896
639	Springfield, Mass., memorandum of sale of oil at.	Hisgen, Thos. L.	4	1823 to 1825	10	1661
638	Tariffville, Conn.: Report of traveling salesman showing sale at.	.....do.....	4	1822	10	1660
	See also tank-wagon tickets; shipments of competitors.					
985	Refined oil, naphtha, and paraffin wax: Average price of these products combined, 1895–1906.	Durand.....	20	252	21	144
	Refined oil and naphtha:					
985	Average price of these products combined, 1895–1906.	.....do.....	20	252	21	144
986	Average price compared with relative price of commodities, 1895–1906.	.....do.....	20	253	21	145
987	Chart showing prices of exhibit 986.	.....do.....	20	253	21	Facing 146

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	Refineries:					
394	Crude oil consumed and products manufactured by Standard, Tidewater, Corsicana, Security, and United companies, compared with total, 1904.	Dredger.....	3	1415	8	941
393	Standard Oil Co., crude oil consumed and products manufactured by.	.....	3	1414	8	940
927	Competitive, list of, selling oil in Ohio.	Squire.....	13	1577	21	52
	Rhodes, H. H. (*See* Chicago & Eastern Illinois R. R.)					
488	Richmond, Fredericksburg & Potomac Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1322
917½	Richmond Retail Merchants' Association: Report of committee regarding oil prices.	.....	13	1278	21	38
	Richards, A. M. (*See* Chicago & Eastern Illinois R. R.)					
	Rochester, N. Y.:					
609	Comparison of rates to, from Olean, Bradford, Clarendon, Oil City, Struthers, Titusville, and Warren.	Schindler....	4	1714 1715	10	1593
612 613	New York Central R. R., rate orders naming rates from.	....do.....	4	1720 1721	10	1602 1603
1038	Rates on oil to Boston.....	.....do.....	20	430	21	220
	See also Pennsylvania Railroad, New York Central Railroad.					
1006	Rockefeller, John D.: Affidavit in case of Standard Oil Co. *v.* Scofield et al.	.....	20	341	21	187
803	Rome, Watertown & Ogdensburg R. R.: Letter from H. C. Davis, contracting agent, to American Oil Works.	Westgate....	6	2862	10	1848
712	Roundtree, Dan W.: Letter from E. N. Wootten.	Wootten.....	5	2147	10	1777
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625	Comparison of rates from Toledo, Cleveland, and Oil City, to points on, with rates from same points of origin to Boston.	Schindler....	4	1739	10	1621
196	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	327
618	Schedule furnished to Bureau of Corporations showing rates from Norwood to various destinations.	Schindler....	4	1727	10	1611
611	Waybills and other documents covering transportation of car of oil from Norwood to Burlington.	.....do.....	4	1716	10	Facing 1594
358	Ruprecht, Philip: Letter to V. Loeser Co.	.....	2	888	8	879
197	St. Joseph & Grand Island R. R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	328
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594	Billing of oil from St. Louis to Alexandria.	Schindler....	4	1698	10	1572
595	Billing of oil from Bixby to Alexandria.	.....do.....	4	1700	10	1574
599	Billing of oil from St. Louis to Alexandria, destined to points beyond.	.....do.....	4	1705	10	1580
602	Billing of oil from Bixby to Alexandria, destined to points beyond.	.....do.....	4	1707	10	1583
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592	I. C. C. No. 535, July 16, 1896, St. Louis to Alexandria.	.....do.....	4	1695	10	1569
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600	Waybill covering shipment from St. Louis to Alexandria.	.....do.....	4	1707	10	Facing 1582
603 605 606	Waybills covering shipments of oil from Bixby, Ill., to Alexandria.	....do.....	4	{1708 {1709	10	{Facing 1584
738	Salesmen: Form for reporting shipments of competitors to.	Armstrong....	5	2239	10	179
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775	Nov. 11, 1899.....	.....do.....	6	2820, 1	10	1826
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778	Mar. 15, 1900.....	.....do.....	6	2821	10	1830
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781	June 7, 1900.....	.....do.....	6	2822	10	1834
782	July 26, 1900.....	.....do.....	6	2823	10	1835
788	Letter to John Maxon, Nov. 6, 1899.	.....do.....	6	2827	10	1838
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790	Dec. 12, 1899.....	.....do.....	6	2827	10	1840
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793	Letter to M. Maxon, Apr. 20, 1900	.....do.....	6	2829	10	1842
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902	July 2, 1901	Collings	12	1006	21	19
198	San Pedro, Los Angeles & Salt Lake R. R.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	323
199	Santa Fe, Prescott & Phœnix Ry.: Results of lubrication by Galena-Signal Oil Co.	do	1	427	7	329
721 to 723	Savannah, Georgia: List of shipments of competitors from.	Armstrong	5	2229 2230	10	Facing 1786
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718 723	List of shipments of competitors over.	Armstrong	5	2227 2230	10	Facing 1783 1786
200 463	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	329 1279
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364 to 367	Balance sheets and profit and loss accounts, 1903–1907.	Bayne	3	1393	8	888 to 894
369	Crude oil consumed and products manufactured, 1903–1907.	do	3	1395	8	897
368	Sales of refined petroleum, 1903–1907.	do	3	1393	8	896

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746	List of shipments of refined oil and gasoline into, Dec., 1902.	.....do.....	5	2243	10	1795
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715 to 737	Lists of, over various transportation lines, in.	....do.....	5	2223 to 2237	10	1781 to 1791
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826	Cleveland, Ohio, list of shipments from.	Castle.....	6	3033	10	1883
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738	Form for reporting to salesmen..	Armstrong....	5	2239	10	1791
744	List of shipments into field of Salesman Dail, July and Aug., 1901.	.....do.....	5	2242	10	1793
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747	List of carload shipments by	.....do.....	5	2244	10	1796
749	Summary of receipts and deliveries of refined oil and gasoline.	.....do.....	5	2247	10	Facing 1798
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747	List of carload shipments by	.....do.....	5	2244	10	1796
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343 344	Standard Oil Co. of New Jersey, lists of.	Donald.....	2	819	8	836 to 852
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934 935	Smith, Herbert Knox, letters from M. T. Donovan, Boston & Maine R. R., to.	Johnson.....	15	2258 2259	21	71, 76
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805	Letter to T. B. Westgate, May 1, 1906.	Westgate....	6	2862	10	1850
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818	Oct. 9, 1906.....	.....do.....	6	2876	10	1870
819	Sept. 13, 1907.....	.....do.....	6	2876	10	1871
812	Snodgrass, L.: Letter to T. B. Westgate.	.....do.....	6	2872	10	1866
11	Società Italo-Americana pel Petrolio, stocks held by.	Fay.....	1	48	7	34
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266	Balance sheets.....	.....do.....	2	615	7	506
279	Lists of stockholders, annual, 1893–1900.	White.....	2	621	8	580
796	Solle Bros., Springfield, Ill.: Memorandum of sale of property of.	Kercher.....	6	2830	10	1844
489	Southern Indiana Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1322
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758	Postal card to J. D. Oglesbee....	Cooper.....	5	2401	10	Facing 1805
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67 to 74	Southern Pipe Line Co.: Balance sheets and profit and loss accounts, 1899–1906.	Chesebro	1	388	7	165 to 172
216 to 219	Earnings, expenses, and balance sheets, 1903–1906.	....do.....	1	483 484	7	345 to 352
288	Summary of earnings, expenses, and assets, 1903–1906.	.....do.....	2	878	8	604
972	Chart showing pipes between the several stations.	Towl.....	20	245	Not printed.	
997	Batches of oil pumped from Morgantown, W. Va.	Pilkington....	20	340	21	56
1009	Mixtures of oil delivered at Philadelphia.	.....do.....	20	357	21	202
586	Southern points: Comparison of rates on oil from Pittsburg, Cleveland, Toledo, and Whiting.	Schindler....	4	1672	10	1558
653	Southern Ry.: Division sheets, list of certain..	Harriman....	5	2023	10	1694
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532	No. 1 to petroleum tariff No. 3, Nov. 29, 1904.	Durand.....	4	1565	9	1421
535	No. 10 to petroleum tariff No. 1, June 30, 1904.	.....do.....	4	1571	9	1426
536	No. 1 to petroleum tariff No. 2, Aug. 30, 1904.	.....do.....	4	1571	9	1429

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544	No. 4 to petroleum tariff No. 3, May 3, 1905.	.....do.....	4	1590	9	1442
651	Rate issue No. A-10913, Apr. 8, 1908.	Culp.....	4	1982 to 1985	10	1666
652	Various issues dated Apr., 1899, to May, 1905.	.....do.....	4	1985	10	1668
543	Rates from Grand Junction to various stations for one month each year, 1900–1904.	Durand.....	4	1584	9	1441
203	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	331
466			3	1468	9	1292
542	Waybill covering shipment Grand Junction to Americus, Ga.	Durand.....	4	1580	9	Facing 1440
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100	Balance sheet and profit and loss account, 1906.	Chesebro....	1	386 395	7	198
242	Earnings, expenses, and trial balance, 1905.	.....do.....	1	488	7	405
290	Summary of earnings, expenses, and assets.	.....do.....	2	879	8	608
49	Tariff from Pennsylvania points to Centerbridge.	Crossland....	1	310	7	148
969	Chart showing pipes between the several stations.	Towl.....	20	245	Not printed	
1007	Batches of oil transported by....	Pilkington ..	20	346	21	198–200
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639	Springfield, Mass., memorandum of sale of oil at.	Hisgen, Thos. L.	4	1823 to 1825	10	1661
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271	Balance sheet, 1906.....	Fay.....	2	616	8	518
319	Competitors, list of shipments by.	Tilford, H. M.	2	745	8	704

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320	Refined oil and gasoline, sales, expenses, and profits.	.....do.....	2	746	8	707
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265	Balance sheets, 1904–1906.....	Fay.....	2	615	7	502
281	Lists of stockholders, annual, 1893–1900.	White.....	2	621	8	582
30	People's Gas Light & Coke Co., agreement with, 1899.	Brady.....	1	239	7	112
326	Refined oil and gasoline, prices and margins for certain can departments and stations.	Drake.....	2	780	8	708
270	Standard Oil Co. of Iowa, balance sheet, 1904.	Fay.....	2	616	8	516
268	Standard Oil Co. of Kansas, balance sheet, 1904.	.....do.....	2	616	7	514
	Standard Oil Co. of Kentucky:					
267	Balance sheets for various dates.	.....do.....	2	615	7	510
329	Competitors, lists of shipments..	Westcott....	2	782	8	823
278	List of stockholders, annual, 1893–1900.	White.....	2	621	8	579
327	Refined oil, prices and margins, individual stations.	Westcott....	2	781	8	709
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2 to 9	Balance sheets, 1899–1906.....	Fay.....	1	38	7	6 to 28
14	Central Trust Co. trust certificates, explanation of account.	.....do.....	1	56	7	49
21	Companies transferred by National Transit Co., to	Tilford, W. H.	1	161	7	88
341 342	Competitive sales, proportion of, refined oil and naphtha.	Donald.....	2	818	8	832–834
343 344	Competitors, lists of shipments of.	.....do.....	2	819	8	836–852
15	Contingent account, 1905, analysis of.	Fay.....	1	56	7	50
10	General financial results, 1899–1906.	.....do.....	1	40–45	7	32

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976	Chart showing pipes between the several stations.	Towl.....	20	245	Not prtd.	
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13	Pratt, C. M., investment account.	Fay.....	1	52	7	48
346	Refined oil, prices and margins at individual stations, Newark Division.	Donald.....	2	819	8	856
1	Securities owned and date of acquisition.	Fay.....	1	33	7	3
282	Stock issues and persons to whom issued, 1899–1904.	White.....	2	621	8	584
17	Stocks in 20 companies, acquisitions from 1899 to 1904.	Fay.....	1	63	7	52
33	Waters-Pierce Oil Co., interests in stocks of.	.....	1	283	7	118
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400	Anglo-American Oil Co., profits and losses on consignments of refined oil to.	.....	3	1420	8	1017
273	Balance sheets, 1903–1906.....	Fay.....	2	617	8	552 to 560
401	Barnsdall, T. N., statement of account with.	Rockefeller, Wm.	3	1425	9	1019
249	African Lines, contract with....	Barber.....	1	490	7	416
362			2	888	8	886
20	Directors, votes cast for, 1896...	Tilford, W. H.	1	135	7	87
277	Stockholders, lists of, annual, 1893–1902.	White.....	2	621	8	567
19	Stockholders, list of, 1896.....	Tilford, W. H.	1	135	7	86
11	Stocks of other companies held by	Fay.....	1	48	7	34
277	Votes cast for directors, 1896–1902.	White.....	2	621	8	567
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1004	Affidavit of O. H. Payne		20	341	21	179
1005	Affidavit of Henry M. Flagler		20	341	21	182
1006	Affidavit of John D. Rockefeller		20	341	21	187
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260–A, 260–B	Dividends, receipt of from subsidiary companies, and payment by trustees in liquidation.	Fay	2	607	7	488, 489
252	Dividend account, 1882–1906	do	2	597	7	436
264	Journal entries, copies of selected	do	2	615	7	501
256	List of persons surrendering certain trust certificates.	do	2	603	7	453
940	Balance sheet Dec. 31, 1882	Rockefeller	16	3212, 3213	21	88
941	Net earnings, depreciation and net assets, 1883–1896.	do	16	3212, 3213	21	90
258	Stock accounts, ledger entries constituting last balances of certain.	Fay	2	605	7	458
257	Stock accounts, copies of first ledger entries on debit side of.	do	2	604	7	454
253, 254	Stocks in subsidiary companies, journal entries regarding transfer of certain.	do	2	598, 601	7	446 to 451
398	Stock held in 20 constituent companies, and dividends received thereon, 1892–1899.	do	3	1418	8	1012
251	Surplus account, 1883–1897	do	2	596	7	432
250	Trust certificate and scrip account, 1882–1904.	do	2	595	7	423
259	Trust certificates, surplus, net assets, earnings, and dividends, 1882–1891.	do	2	606	7	487
255, 256	Trust certificates, journal entries regarding cancellation of.	do	2	602, 603	7	452, 453

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941	Net earnings, depreciation, and net value of assets of 20 subcompanies, 1883–1896.	Rockefeller..	16	3212 3213	21	90
942	General balance sheets of the 20 subcompanies, 1893–1896.	....do.....	16	3212 3213	21	91
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714	Letter from E. N. Wootten, Apr. 21, 1900.	Wootten.....	5	2147	10	1780
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771	Sept. 22, 1899.....	Kercher.....	6	2811	10	1822
773	Nov. 1, 1899.....	.....do.....	6	2820	10	1824
	Letter to M. Maxon—					
793	Apr. 20, 1900.....	.....do.....	6	2829	10	1842
	Letters from M. Maxon to—					
825	Feb. 20, 1900.....	.....do.....	6	2988	10	1882
859	Jan. 22, 1900.....	Collings.....	12	987	21	2
859	Jan. 23, 1900.....	.....do.....	12	987	21	2
882	Mar. 6, 1900.....	.....do.....	12	995	21	12
883	Mar. 15, 1900.....	.....do.....	12	995	21	12
884	Mar. 20, 1900.....	.....do.....	12	996	21	13
886	Aug. 31.....	.....do.....	12	996	21	13
889	Aug. 31, 1898.....	.....do.....	12	996	21	14
890	(No date).....	.....do.....	12	996	21	14
894	Dec. 31, 1898.....	.....do.....	12	996	21	15
896	(No date).....	.....do.....	12	996	21	16
831 to 834	Stark, W. W.: Letters to J. W. Hoag.	Castle.....	6	3047 3051	10	1889 to 1892
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	Stockholders, lists of:					
280	Atlantic Refining Co.....	White.....	2	621	8	581
281	Standard Oil Co. of Indiana....	.....do.....	2	621	8	582

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278	Standard Oil Co. of Kentucky	do	2	621	8	579
277	Standard Oil Co. of New York	do	2	621	8	567
19	Standard Oil Co. of New York, 1896.	Tilford, W. H.	1	135	7	86
26	Tide Water Oil Co., 1907	Benson	1	209	7	104
	Tide Water Pipe Co., Ltd.—					
24	1906	do	1	209	7	101
25	1907	do	1	209	7	103
856–B	Stout, C. M.: Contract of sale to Chas. Kercher.	Collings	12	944	21	1
	Subpœnas duces tecum, served on:					
963	Bushnell, D. S.	Towl	20	244	21	134
918	Collings, C. T	Collings	13	1430	21	39
952	Dredger, C.	Dredger	20	241	21	130
1040	Ford, J. S.	Ford	20	463	21	220
1010	Pilkington, W. W.	Pilkington	20	359	21	204
963	Towl, F. M.	Towl	20	244	21	134
	Subsidiary companies:					
17	Acquisitions of stocks in 20, by Standard Oil Co. of New Jersey, 1899–1904.	Fay	1	63	7	52
16	Capital, dividends, and profits of 17 companies, 1903 and 1906.	do	1	59, 60	7	51
31–A	Capitalization		1	283	7	114
399	Dividends paid by 20, whose stocks were held in part by Standard Oil trustees, 1892–1899.	Fay	3	1421	8	Facing 1016
12	Gross assets, liabilities, and profits, 1899–1906 (companies arranged alphabetically).	do	1	52	7	36
18	Officers and directors, list of (companies arranged alphabetically).	Pratt	1	93	7	53
31–B	Shares, par value of		3	1418	7	116

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257	Standard Oil Trust, copies of first ledger entries of stock accounts.	.....do.....	2	604	7	454
253 254	Standard Oil Trust, journal entries regarding transfer.	.....do.....	2	598 601	7	446 to 451
398	Standard Oil Trust, stocks held and dividends received, 1892–1899.	.....do.....	3	1418	8	1012
11	Stocks held by various, in other companies.	.....do.....	1	48	7	33
251	Surplus: Ledger account of, Standard Oil Trust.	.....do.....	2	596	7	432
	Swan & Finch:					
249	Contract with African Lines	Barber.....	1	490	7	418
121	Maine Central R. R., contract with.	Steinbrenner.	1	423	7	282
755	Swank, S. Henton: Letter from Dixie Oil Works.	Fehsenfeld...	5	2323	10	1802
	Tank-wagon tickets for sales of oil at:					
636	Hartford, Conn., by Standard Oil Co.	Hisgen, Thos. L.	4	1821	10	1660
637	Windsor Locks, Conn., by Standard Oil Co.	.....do.....	4	1821	10	1660
640 641	Collinsville, Conn., by Standard Oil Co.	.....do.....	4	1825	10	1661
915 to 917	Falls Church, Va., by Standard Oil Co.	Parsells.....	13	1193 1194	21	35-37
922 to 924	Lorain, Ohio, by Standard Oil Co.	Mills.....	13	1496	21	46-48
925	Lorain, Ohio, by Columbia Refining Co.	Potter.....	13	1507	21	49

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948	Durham, N. C., by Dixie Oil Works.	Fehsenfeld...	20	147	21	125
949 to 951	Durham, N. C., by Standard Oil Co.	.....do.....	20	147	21	126-128
827	Taplin, C. G., letter to J. W. Hoag June 15, 1900.	Castle.....	6	3034	10	1883
	Tariffs, railroad:					
653	List of certain tariffs, billing orders, and division sheets of Chicago & Eastern Illinois, Southern, Chicago & Alton, Chicago, Burlington & Quincy, Pennsylvania, and New York Central R. Rs.	Harraman....	5	2023	10	1694
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638	Tariffville, Conn., report of traveling salesman showing sale of oil at.	Hisgen, Thos. L.	4	1822	10	1660
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824	Letter to Charles Kercher May 3, 1902.	Kercher.....	6	2987 2988	10	1878
824	Bills of sale (unexecuted) from Charles Kercher to.	....do.....	6	2987 2988	10	1878
856-A	Letter to Charles Kercher May 2, 1902.	Collings.....	12	944	21	1
768	Terre Haute, Ind., Home Safety Oil Co., circular advertising.	Shea.....	5	2461	10	1816
785	Thatcher, J. G., letter signed by, addressed to Charles Kercher.	Kercher.....	6	2823	10	1837
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26	Tide Water Oil Co.: List of stock holdings in, 1907.	Benson.....	1	209	7	104
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24	List of stock holdings in 1906....	.....do.....	1	209	7	101
25	List of stock holdings in 1907....	.....do.....	1	209	7	103
370	Receipts and deliveries of crude oil, 1900–1906.	Burtis.....	3	1396	8	899
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23	Opinion in case of.....	Benson.....	1	206	7	89
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655	Rates from, to points in Central Freight Association and Trunk Line territory.	Boltz.....	5	2039	10	1696
671	Rates from, to Central Freight Association territory, compared with rates from Whiting.	Schindler....	5	2085	10	1742
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204 467	Toledo & Ohio Central Ry: Results of lubrication by Galena-Signal Oil Co. (including Kanawha & Michigan Ry.).	Steinbrenner.	1 3	427 1468	7 9	331 1294
275	Toledo Oil Works: Entries in balance sheets of Standard Oil Co. of Ohio regarding.	Fay.....	2	619	8	566
205 468	Toledo, Peoria & Western Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1 3	427 1468	7 9	332 1301
206	Toledo, St. Louis & Western Ry.: Results of lubrication by Galena-Signal Oil Co.	.....do.....	1	427	7	332
963	Towl, F. M.: Subpœna served on....	Towl.....	20	244	21	134
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908	Letter to refined-oil salesmen, Aug. 6, 1904.	Trann.....	12	1035	21	29

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910	July 19, 1904	do	12	1035	21	30
913	Aug. 17, 1904	do	12	1042	21	33
907	Aug. 19, 1904	do	12	1033	21	28
911	Oct. 17, 1904	do	12	1035	21	31
912	Dec. 29, 1904	do	12	1040	21	32
944	Union Oil Co. of California: Agreement with Pacific Coast Oil Co.	H. M. Tilford.	17	3514	21	101
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207	Results of lubrication by Galena-Signal Oil Co.	do	1	427	7	333
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397	United Kingdom: Estimated deliveries by Standard and competitors.	Dredger	3	1417	8	1011
392	United Oil Co.: Crude oil consumed and products manufactured, 1904.		3	1414	8	940
371	United States Pipe Line Co.: Receipts and deliveries of oil, 1900–1906.	Tarbell	3	1451	8	899
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249	Contract with African lines	Barber	1	490	7	416
361	Contract with African lines		2	888	8	884
11	Stocks in other companies held by.	Fay	1	48	7	35
490	Vicksburg, Shreveport & Pacific Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1323
801	Vincennes, Ind.: Letter from C. T. Collings to Charles Kercher, regarding situation at.	Kercher	6	2836	10	1847
699	Wade, J. R., Laurens, S. C.: Letter to R. N. Reed.	Wootten	5	2123	10	1766

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757	Ward, Carson: Letter from Dixie Oil Works.	Fehsenfeld...	5	2323	10	1804
936 A-H	Washington, D. C.: Tank-wagon tickets of Standard Oil Co.	Barker.....	15	2401	21	78
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518	Galena-Signal Oil Co., purchase of lubricating oil from and settlement therefor.	Steinbrenner.	3	1470	9	1394
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33	Interests of Standard Oil Co. of New Jersey in.	.....	1	283	7	118
299	Refined oils, sales, expenses, and profits.	McNall.....	2	669	8	624
658	Waverly Oil Works *v.* Penn. R. R. Co.: Opinion of Interstate Commerce Commission in.	Boltz.....	5	2060 2061	10	1704
719 720	Weems Line: List of shipments of competitors over.	Armstrong...	5	2228	10	Facing 1783 1785
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731	List of shipments of competitors over.	.....do.....	5	2235	10	Facing 1791
208	Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	1	427	7	333
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803	Letter from Rome, Watertown & Ogdensburg R. R.	Westgate....	6	2862	10	1848
805	Letter from Lake Shore & Michigan Southern Ry. inclosing class rates of Central Vermont Ry. from Burlington.	.....do.....	6	2862	10	1850
807	Letter from Central Vermont Ry., Sept. 22, 1904.	.....do.....	6	2864	10	1853

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811	Letters from New York & Ottawa R. R., 1902.	.....do.....	6	2869	10	1863
812	Letter from L. Snodgrass, traveling freight agent, Delaware & Hudson Co.	.....do.....	6	2872	10	1866
813	Letter from Delaware & Hudson Co.	.....do.....	6	2872	10	1867
814	Letter from S. Y. Baldwin, commercial freight agent, Delaware & Hudson Co.	.....do.....	6	2873	10	1868
815	Letter from Erie R. R., Feb. 17, 1906.	.....do.....	6	2873	10	1868
816	Letter from Delaware, Lackawanna & Western R. R., Mar. 10, 1902.	.....do.....	6	2874	10	1869
817	Letter from Lake Shore-Lehigh Valley Route, Mar. 23, 1901.	.....do.....	6	2874	10	1869
818	Letter from Lake Shore & Michigan Southern Ry., Oct. 9, 1906.	.....do.....	6	2876	10	1870
819	Letter from Lake Shore & Michigan Southern Ry., Sept. 13, 1907.	.....do.....	6	2876	10	1871
1036	Letter to Central Vt. Ry.....	.....	20	423	21	218
491	West Virginia Central & Pittsburg Ry.: Results of lubrication by Galena-Signal Oil Co.	Steinbrenner.	3	1469	9	1323
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657	Rates on oil and class rates from, to points in Central Freight Association territory.	Boltz.....	5	2047	10	1702
671	Rates from, to Central Freight Association territory, compared with rates from Toledo, Cleveland, and Pittsburg.	Schindler....	5	2085	10	1742
586	Rates from, to Southern points, compared with Cleveland, Toledo, and Pittsburg.	.....do.....	4	1672	10	1558
674	Wilson Point, Conn.: Comparison of rates on oil and class rates from, to various points.	....do.....	5	2086 2087	10	1743
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838	Winslow, G. H.: Letter to F. Gamerl.	Gamerl.....	6	3138	10	1896
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120	Galena-Signal Oil Co., contracts with.	Steinbrenner.	1	423	7	258
210	Results of lubrication by Galena-Signal Oil Co.	.....do.....	1	427	7	334
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711	Letter from R. N. Reed, Oct. 6, 1904.	Wootten.....	5	2146	10	1776
712	Letter to Dan W. Roundtree....	.....do.....	5	2147	10	1777
713	Letter to E. C. Kimball, Apr. 2, 1901.	.....do.....	5	2147	10	1778
714	Letter to E. B. Stanley, Apr. 21, 1900.	.....do.....	5	2147	10	1780

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736	Zurn, O. F., & Co.: List of shipments from Philadelphia.	Armstrong....	5	2237	10	Facing 1791

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